

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

Crown Copyright 2024

Call-Off Schedule 5 (Pricing Details)

Document Management			
Ver	Date	Version	Author
0.1	July 2023	SQ Stage Version	CCS
0.2	August 2023	Dialogue Stage Version	CCS
0.3	October 2023	Initial Tender Stage Version	CCS
0.4	November 2023	Final Tender Stage Version	CCS
0.5	December 2023	Final Tender Stage Version v2	CCS
0.6	February 2024	Final Discussions	CCS
1.0	February 2024	Award Version <i>(no changes from Final Discussions version)</i>	CCS
1.1	September 2024	Framework Variation 1 Version	CCS

Placeholder for pricing information additional to that contained in the Order Form.

Framework Ref: RM6288

Variation 1 Version

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

Crown Copyright 2024

1. GENERAL PROVISIONS

- 1.1. This Call-Off Schedule 5 sets out the Charges, and the pricing, payment and invoicing provisions that apply under this Call-Off Contract, including in relation to:
 - 1.1.1. the Charges for the Services under this Call Off Contract; and
 - 1.1.2. the payment terms/profile for the Charges;
 - 1.1.3. the invoicing procedure; and
 - 1.1.4. the procedure applicable to any adjustments of the Charges.
- 1.2. All monetary figures in this Call-Off Schedule 5 are exclusive of VAT. VAT will be charged at the prevailing rate at the time of each invoice.
- 1.3. The Supplier shall indemnify the Buyer on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Buyer at any time in respect of the Supplier's failure to account for or to pay any VAT or other duties relating to payments made to the Supplier under this Call-Off Contract. Any amounts due under this Paragraph 1.3 shall be paid in cleared funds by the Supplier to the Buyer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Buyer.
- 1.4. The currency of the Charges identified in this Call-Off Schedule 5 is in Pounds Sterling and all invoices provided under this Call-Off Schedule 5 shall be in Pounds Sterling. Where during the Call-Off Contract Period the Buyer is required to utilise a different currency for all or part of the Call-Off Contract or the Buyer instructs the Supplier to utilise a different currency for all or part of the Call-Off Contract, then all invoices to the Buyer will be invoiced in the required or specified currency for the Buyer but when exchanged back into Pounds Sterling the Charges will be no higher than the Buyer would have been invoiced for had it continued to utilise Pounds Sterling. The exchange rate used by the Supplier shall not be higher than the Bank of England exchange rate for the relevant currency at the date of the invoice. Any requirement of Law to account for the Services in a currency other than Pounds Sterling (or to prepare for such accounting) instead of and/or in addition to Pounds Sterling shall be implemented by the Supplier free of charge to the Buyer. The Supplier is responsible for any exchange rate charges and shall not pass them onto the Buyer.
- 1.5. In respect of all Charges that are calculated on a Monthly basis, any Charges for any part Month shall be pro-rated on a daily basis unless otherwise expressly stated.

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

Crown Copyright 2024

- 1.6. The Parties agree that the Charges shall not be increased to take account of currency fluctuations.
- 1.7. There shall be no Indexation linked increases applied to the Charges.
- 1.8. There shall be no double or multiple charging between the different Charges set out in this Call-Off Schedule 5.
- 1.9. For the avoidance of doubt no separate Charges shall be payable by the Buyer in respect of the Management Charge payable by the Supplier to CCS under the Framework Contract.
- 1.10. Any monies due from the Supplier to the Buyer that are not able to be: (i) set off against Charges due from the Buyer to the Supplier; or (i) credited to the Buyer via a credit note from the Supplier, shall be paid directly by the Supplier to the Buyer within fourteen (14) days of the date of written notice from the Buyer to the Supplier requesting such payment to be made to the Buyer.

2. CALL OFF CONTRACT CHARGES

- 2.1. The Charges which are applicable to this Call Off Contract are set out in Annex 1 of this Call-Off Schedule 5.
- 2.2. The Supplier acknowledges and agrees that:
 - 2.2.1. in accordance with paragraph 1.1 of Framework Schedule 3 (Framework Prices), the Call Off Contract Charges can in no event exceed the Framework Prices set out in Annex 1 to Framework Schedule 3 (Framework Prices); and
 - 2.2.2. subject to paragraph 6 of this Call-Off Schedule 5 (Adjustment of Call Off Contract Charges), the Call Off Contract Charges cannot be increased during the Call Off Contract Period.

3. COSTS AND EXPENSES

- 3.1. Subject to Paragraph 3.2, the Charges include all costs and expenses relating to the Services and/or the Supplier's performance of its obligations under this Call Off Contract and no further amounts shall be payable by the Buyer to the Supplier in respect of such performance (save as otherwise provided for in the Call-Off Contract and/or Order Form), including in respect of matters such as:
 - 3.1.1. any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or
 - 3.1.2. any amount for any services provided or costs incurred by the Supplier prior to the Call Off Contract Commencement Date.

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

Crown Copyright 2024

- 3.2. Subject to Paragraph 3.3, a Worker may, where set out in the Call Off Order Form, claim expenses. Any expenses will only be agreed with the prior written permission of the Buyer on a case-by-case basis and will be subject to i) the Buyer Expenses Policy (as defined in Joint Schedule 1 (Definitions)), as amended from time to time and ii) payment by the Buyer of any applicable statutory employment costs (eg Employer's National Insurance Contributions and the apprenticeship levy).
- 3.3. For the avoidance of doubt, a Worker shall only be entitled to charge expenses under Paragraph 3.2 of this Call-Off Schedule 5 to the Buyer to the extent that they are incurred in connection with the Worker providing services under a Worker Contract.
- 3.4. Expenses will be claimed for using the VMS and paid through the invoicing procedure set out in Paragraph 5 of this Call-Off Schedule 5.

4. PAYMENT TERMS/PAYMENT PROFILE

- 4.1. The payment terms/profile which are applicable to this Call-Off Contract are set out in Annex 2 of this Call-Off Schedule 5.

5. INVOICING PROCEDURE

- 5.1. The Buyer shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a valid invoice, submitted to the address specified by the Buyer in the Call Off Order Form, and in accordance with the provisions of this Call Off Contract.
- 5.2. The Supplier shall ensure that each invoice (whether submitted electronically through a purchase-to-pay (P2P) automated system (or similar) or in a paper form, as the Buyer may specify (but, in respect of paper form, subject to paragraph 5.3 below)):
- 5.2.1. contains:
- 5.2.1.1. all appropriate references, including the unique order reference number set out in the Call Off Order Form; and
- 5.2.1.2. a detailed breakdown of the Delivered Services, including the Milestone(s) (if any) and Deliverable(s) within this Call Off Contract to which the Delivered Services relate, against the applicable due and payable Charges; and
- 5.2.2. shows separately:
- 5.2.2.1. the VAT added to the due and payable Charges in accordance with Clause 4.2(a) of the Core Terms and the tax point date relating to the rate of VAT shown; and
- 5.2.2.2. any expenses claimed by a Worker in accordance with Paragraph 3.2 of this Call-Off Schedule 5.
- 5.2.3. is exclusive of any Management Charge (and the Supplier shall not

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

Crown Copyright 2024

attempt to increase the Call Off Contract Charges or otherwise recover from the Buyer as a surcharge the Management Charge levied on it by the Authority); and

5.2.4. it is supported by any other documentation reasonably required by the Buyer to substantiate that the invoice is a Valid Invoice.

5.3. If the Buyer is a Central Government Body, the Buyer's right to request paper form invoicing shall be subject to procurement policy note 11/15 (available at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/437471/PPN_e-invoicing.pdf), which sets out the policy in respect of unstructured electronic invoices submitted by the Supplier to the Buyer (as may be amended from time to time).

5.4. The Supplier shall accept the Government Procurement Card as a means of payment for the Services where such card is agreed with the Buyer to be a suitable means of payment. The Supplier shall be entitled to recover any merchant fee levied for using the Government Procurement Cards from the Buyer.

5.5. All payments due by one Party to the other shall be made within thirty (30) days of receipt of a Valid Invoice unless otherwise specified in this Call Off Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

6. ADJUSTMENT OF CALL OFF CONTRACT CHARGES

6.1. The Charges shall only be varied due to:

6.1.1. a Specific Change in Law in accordance with Clause 24;

6.1.2. the Supplier reducing its Framework Prices for any Services which are provided under the Contract in accordance with paragraph 4.1 of Framework Schedule 3 (Framework Prices);

6.1.3. the outcome of a review in accordance with Call-Off Schedule 3 (Continuous Improvement);

6.1.4. a benchmarking review in accordance with Call-Off Schedule 16 (Benchmarking)

6.1.5. the relevant Volume Discount being applied in accordance with paragraph 8.2 of this Call-Off Schedule 5; and

6.1.6. any other change in Framework Prices agreed under 3 (Framework Prices).

6.2. Subject to paragraphs 6.1.1 to 6.1.6 of this Call-Off Schedule 5, the Charges will remain fixed for the Call-Off Contract Term.

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

Crown Copyright 2024

7. IMPLEMENTATION OF ADJUSTED CALL OFF CONTRACT CHARGES

7.1. Variations in accordance with the provisions of this Call-Off Schedule 5 to all or part of the Charges (as the case may be) shall be made by the Buyer to take effect:

7.1.1. in accordance with paragraph 6.1.1 of this Call-Off Schedule 5 on the first Working Day of the month following the changes to the Charges being agreed between the Authority and the Supplier in accordance with Clause 24 of the Core Terms;

7.1.2. in accordance with paragraph 6.1.2 of this Call-Off Schedule 5 on the first Working Day of the month following the change being agreed between the Authority and the Supplier;

7.1.3. In accordance with paragraph 6.1.3 of this Call Off Schedule 5 on the first Working Day of the month following the change being agreed between the Authority and the Supplier;

7.1.4. In accordance with paragraph 6.1.4 of this Call Off Schedule 5 on the first Working Day of the month following the change being agreed between the Authority and the Supplier; and

7.1.5. In accordance with paragraph 6.1.5 of this Call Off Schedule 5 as is set out in the paragraph 8 (Volume Discounting) of this Call-Off Contract.

and the Parties shall amend the Call Off Contract Charges shown in Annex 1 to this Call-Off Schedule 5 to reflect such Variations.

8. VOLUME DISCOUNTING

8.1. The Supplier is obliged in accordance with paragraph 9 of Framework Schedule 3 (Pricing) to apply the Volume Discount to this Call Off Contract.

8.2. When any Volume Discount tier detailed in Paragraph 8.2 of Framework Schedule 3 (Pricing) has been met:

8.2.1. the Supplier shall promptly apply the applicable Volume Discount to all future invoices issued from the 1st of the Month after the date and time detailed in Paragraph 8.1 of Framework Schedule 3 (Pricing); and

8.2.2. the Supplier shall for the remainder of the Call Off Contract Period continue to apply the applicable Volume Discounts to all invoices clearly identifying the applicable Volume Discount tier that applies, as may be adjusted from time to time in accordance with Paragraph 8 of Framework Schedule 3 (Pricing).

8.2.3. All Charges invoiced by the Supplier to the Buyer for Deliverables from the 1st of the Month after the date and time that the applicable Volume Discount takes effect shall automatically be adjusted by the Supplier to take into account any applicable Volume Discount percentage

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

Crown Copyright 2024

reduction detailed in the Fees Tables in Annex 1, in accordance with Paragraph 1.2.4 of Framework Schedule 3 (Pricing).

- 8.3. The Buyer acknowledges that Volume Discounts are applied to all Call-Off Contracts and the Buyer cannot request or agree any changes to the Volume Discounts in relation to this Call Off-Contract.

9. RECOVERY OF SUMS DUE

- 9.1. The Buyer may retain or set off any amount owed to it by the Supplier (including any sum which the Supplier is liable to pay to the Buyer in respect of any breach of this Call-Off Contract, including Delay Payments) against any amount due to the Supplier under this Call-Off Contract or under any other agreement between the Supplier and the Buyer. The right for the Buyer to retain or set off any amount owed to it by the Supplier does not apply to any SOW Services, except where the sum owed to the Buyer is in relation to an SOW requisition and can be set off against amounts due to the Supplier in relation to the same SOW requisition.
- 9.2. Any overpayment by either the Supplier or Buyer shall be a sum of money recoverable by the Supplier or Buyer who made the overpayment from the Supplier or Buyer, as applicable, in receipt of the overpayment.
- 9.3. The Supplier shall make any payments due to the Buyer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has Approval or a valid court order requiring an amount equal to such deduction to be paid by the Buyer to the Supplier.
- 9.4. Nothing in this Call-Off Contract shall entitle the Supplier to set-off any Charges or other sums due from Buyer against any Charges due from the Buyer under any other arrangements.

10. WORKER TRANSFER FEES

- 10.1. Subject to paragraph 7.8.1 of Annex 1 (Contingent Labour) of Call-Off Schedule 20, where the Supplier has introduced a Worker to the Buyer under the contingent labour service line (as defined in Call-Off Schedule 20 (Call-Off Specification)) the Supplier shall be entitled to charge a Worker Transfer Fees only as follows:

Temporary Worker to Permanent Worker

- 10.1.1. Subject to paragraphs 10.1.3 to 10.1.6, where a Worker the Supplier has introduced to the Buyer subsequently takes up an offer of employment with the Buyer the Supplier may charge a Worker Transfer Fee.
- 10.1.2. The Worker Transfer Fee referred to in paragraph 10.1.1 shall not exceed 10% of the Worker's gross annual salary in employment with the Buyer.
- 10.1.3. The Worker Transfer Fee referred to in paragraph 10.1.1 may only

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

Crown Copyright 2024

be charged if the Worker starts employment with the Buyer within six (6) months of the later of:

10.1.3.1. the first date on which the Worker worked for the Buyer, or

10.1.3.2. the date on which the Worker was introduced to the Buyer.

10.1.4. If the Worker is a Nominated Worker, no Worker Transfer Fee may be charged.

10.1.5. No Worker Transfer Fee may be charged if the Worker commences employment with the Buyer after the later of:

10.1.5.1. eight (8) weeks after the end of their initial assignment; or

10.1.5.2. fourteen (14) weeks after the start of their initial assignment.

10.1.6. If the Worker is offered employment with the Buyer following a fair and open recruitment process then no Worker Transfer Fee may be charged.

10.1.7. Where the Supplier may charge a Worker Transfer Fee under this section, the Buyer may elect instead to hire the Worker from the Supplier for a period of six (6) months less any time the Worker has already worked for the Buyer.

Temporary Worker to Temporary Worker

10.1.8. Subject to paragraphs 10.1.10 to 10.1.13, where a Worker provided to the Buyer subsequently works for the Buyer pursuant to being supplied by another employment business the Supplier may charge a Worker Transfer Fee.

10.1.9. The Worker Transfer Fee referred to in paragraph 10.1.8 shall not exceed 130% (1.3 times) of the gross weekly rate of the Worker, excluding Supplier fees.

10.1.10. The Worker Transfer Fee referred to in paragraph 10.1.8 may only be charged if the Worker starts working for the Buyer pursuant to being supplied by another employment business within six (6) months of the first date on which the Worker worked for the Buyer.

10.1.11. If the Worker is a Nominated Worker, no Worker Transfer Fee may be charged.

10.1.12. No Worker Transfer Fee may be charged if the Worker starts working for the Buyer pursuant to being supplied by another employment business after the later of:

10.1.12.1. eight (8) weeks after the end of their initial assignment; or

10.1.12.2. fourteen (14) weeks after the start of their initial assignment.

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

Crown Copyright 2024

- 10.1.13. Where the Supplier may charge a Worker Transfer Fee under this section, the Buyer may elect instead to hire the Worker from the Supplier for a period of six (6) months less any time the Worker has already worked for the Buyer.

Temporary Worker to Third Party

- 10.1.14. Subject to paragraphs 10.1.17 to 10.1.20, where a Worker the Supplier has introduced to the Buyer takes up employment with any person (other than the Buyer) to whom the Buyer has introduced him the Supplier may charge a Worker Transfer Fee.
- 10.1.15. The Worker Transfer Fee referred to in paragraph 10.1.15 shall not exceed:
- 10.1.15.1. in the case where the Worker is engaged as a contingent worker, 130% (1.3 times) of the gross weekly rate of the Worker, excluding Supplier fees; or
 - 10.1.15.2. in the case where the Worker is engaged as a permanent employee, 10% of the Worker's gross annual salary in employment with the person (other than the Buyer) to whom the Buyer has introduced him.
- 10.1.16. The Worker Transfer Fee referred to in paragraph 10.1.15 may only be charged if the Worker commences working for the person referred to in paragraph 10.1.15 within six (6) months of the date on which the Supplier introduced the Worker to the Buyer.
- 10.1.17. If the Worker is a Nominated Worker, no Worker Transfer Fee may be charged.
- 10.1.18. If the Worker is offered employment with the person referred to in paragraph 10.1.15 following a fair and open recruitment process then no Worker Transfer Fee may be charged.
- 10.1.19. No Worker Transfer Fee may be charged if the Worker starts working for the person referred to in paragraph 10.1.15 after the later of:
- 10.1.19.1. eight (8) weeks after the end of an assignment working for the Buyer; or
 - 10.1.19.2. fourteen (14) weeks after the start of an assignment working for the Buyer.
- 10.2. Where the Supplier has introduced a Worker to the Buyer under the RTD service line (as defined in Call-Off Schedule 20 (Call-Off Specification)) the Supplier shall be entitled to charge Worker Transfer Fees only as agreed as part of the agreement pertaining to each Worker.
- 10.3. No Worker Transfer Fees may be charged by the Supplier other than in the circumstances described in paragraphs 10.1 and 10.2.

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

Crown Copyright 2024

Call-Off Ref:
Crown Copyright 2024

Crown Copyright 2024

[illegible]

Call-Off Ref:
Crown Copyright 2024

Crown Copyright 2024

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

Crown Copyright 2024

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

Crown Copyright 2024

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Framework [REDACTED]

[REDACTED]

[REDACTED]

Call-Off Ref:
Crown Copyright 2024

Crown Copyright 2024

[illegible]

Call-Off Ref:
Crown Copyright 2024

Crown Copyright 2024

Date	Time	Location	Weather	Wind	Temp	Humidity	Pressure	Visibility	Remarks

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

Crown Copyright 2024

Annex 2 – Payment Terms/Payment Profile

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Call-Off Ref:
Crown Copyright 2024

Crown Copyright 2024

[REDACTED]