

Framework Schedule 3 (Framework Prices)

1. How Framework Prices are used to calculate Call-Off Charges

1.1 The Framework Prices:

1.1.1 will be used as the basis for the charges (and are maximums that the Supplier may charge) under each Call Off Contract; and

1.1.2 cannot be increased except as in accordance with this Schedule.

1.2 The Charges:

1.2.1 shall be calculated in accordance with the terms of the Call Off Contract and in particular in accordance with the terms of the Order Form;

1.3 Any variation to the Charges payable under a Call Off Contract must be agreed between the Supplier and the Buyer and implemented using the same procedure for altering Framework Prices in accordance with the provisions of this Framework Schedule 3.

2. How Framework Prices are calculated

2.1 The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Framework Prices in Call Off Contracts.

3. Are costs and expenses are included in the Framework Prices

3.1 Except as expressly set out in Paragraph 4 below, or otherwise stated in a Call Off Order Form, the Framework Prices 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 interchange costs or other telecommunications charges; or

3.1.2 costs incurred prior to the commencement of any Call Off Contract.

4. Events that allow the Supplier to change the Framework Prices

4.1 The Framework Prices can be varied (and Annex 1 will be updated accordingly) due to:

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- 4.1.1 a Specific Change in Law in accordance with Clause 24;
- 4.1.2 a review in accordance with insurance requirements in Clause 13;
- 4.1.3 a request from the Supplier, which it can make at any time, to decrease the Framework Prices; and
- 4.1.4 indexation, where Annex 1 states that a particular Framework Price or any component is "subject to Indexation" in which event Paragraph 6 below shall apply.

5. When the Framework Prices are linked to inflation

- 5.1 Where the Framework Charges are stated to be "subject to Indexation" they shall be adjusted in line with changes in the Consumer Price Index ("**CPI**"). 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.
- 5.2 Framework Prices shall not be indexed during the first two (2) years following the Framework Contract Commencement Date.
- 5.3 Where Annex 1 states a Framework Price is subject to Indexation then it will be indexed on the date which is two (2) years after the Framework Commencement Date to reflect the percentage change in the CPI since the Framework Commencement Date. They shall be indexed on each following yearly anniversary to reflect the percentage change in the CPI since the previous change.
- 5.4 Where the CPI Index:
 - 5.4.1 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 Buyer and the Supplier agree otherwise;
 - 5.4.2 is no longer published, the Buyer and the Supplier shall agree a fair and reasonable replacement that will have substantially the same effect.

Annex 1: Rates and Prices

The Supplier (and its Sub-Contractor) 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, excluding rates relating to travel and pass through costs.

1. Planned Maintenance

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Discount to Planned Maintenance unit cost at same location

2. Reactive Maintenance

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3. Travel

4. Pass-through Costs

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5. Parts and Consumables
