

SCHEDULE E: PAYMENT MECHANISM

FEES PAYABLE TO THE PROVIDER BY THE AUTHORITY

1. MOBILISATION PAYMENT

- 1.1 A Mobilisation Payment of £ [REDACTED] (excluding VAT), including any management fee and margin, shall be payable by the Authority to the Provider and shall be invoiced by the Provider following the Commencement Date in accordance with paragraph 4.1.2 of this Schedule.

2. CAPITAL PAYMENT

- 2.1 Upon:

- 2.1.1 the Provider purchasing the Additional Capital Equipment set out at Appendix A of this Schedule and/or receiving evidence that an item of Additional Capital Equipment set out at Appendix A of this Schedule has been purchased by its Subcontractor and a corresponding invoice from that Subcontractor; and/or
- 2.1.2 the associated fit-out or set-up (as applicable) set out in Appendix A of this Schedule being completed and the relevant costs incurred,

the Provider shall invoice the Authority an amount equal to the cost of the relevant item of Additional Capital Equipment and/or associated fit-out or set up (as applicable) in accordance with Appendix A of this Schedule provided that the Authority shall not be required to pay a greater amount to the Provider in respect of an item of Additional Capital Equipment or the associated fit-out or set-up than the cost allocated to it in Appendix A of this Schedule and the total sum in respect of the Additional Capital Equipment and associated fit-out and set-up shall not exceed £ [REDACTED] (excluding VAT).

- 2.2 The Provider and its Subcontractors shall use their reasonable endeavours to ensure that the amount that is paid for each item of Additional Capital Equipment and the associated fit-out and set-up is the best price achievable at the time the purchase is made and/or the work is carried out (as applicable) provided always that each piece of Additional Capital Equipment and associated fit-out and set-up works must meet or exceed the specification set out in Appendix A of this Schedule.

- 2.3 Without prejudice to its obligations under this Schedule, when submitting an invoice to the Authority in respect of a Capital Payment, the Provider shall include:

- 2.3.1 its invoice for the relevant Capital Payment addressed to the Authority (and otherwise containing the information as required by this Contract);

- 2.3.2 evidence that:

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2.3.2.1 the Additional Capital Equipment has been purchased and the invoice from (i) the seller to the Provider or (ii) the seller to the Subcontractor and the Subcontractor to the Provider; and/or (as applicable)

2.3.2.2 the associated fit-out or set-up (as applicable) has been completed and relevant costs incurred; and

2.3.3 such other information as the Authority may reasonably request.

3. FEE FOR SERVICE

3.1 The Fee for Service for each Month of the Contract Period shall be as follows:

3.1.1 £ [REDACTED] (excluding VAT) for November 2017 to include:

3.1.1.1 £ [REDACTED] (excluding VAT) comprising salary costs, management fee and margin; and

3.1.1.2 £ [REDACTED] (excluding VAT) for the provision of part of the 5 x 4 day Experience Bank Training Courses comprising course fees, management fee and margin;

3.1.2 £ [REDACTED] (excluding VAT) for December 2017 to include:

3.1.2.1 £ [REDACTED] (excluding VAT) comprising salary costs, management fee and margin; and

3.1.2.2 £ [REDACTED] (excluding VAT) for the provision of the remainder of the 5 x 4 day Experience Bank Training Courses comprising course fees, management fee and margin; and

3.1.3 £ [REDACTED] (excluding VAT) comprising salary costs, management fee and margin for January 2018 and each month of the Contract Period thereafter.

3.2 The Parties agree that, subject to any Approval which may be given by the Authority, the Fee for Service shall be fixed for the Contract Period.

4. INVOICING

4.1 The Provider shall ensure that:

4.1.1 in respect of the Fee for Service, an invoice is submitted to the Authority Monthly in arrears no later than five (5) Working Days after the end of the Month to which the invoice relates, provided that the first payment of the Fee for Service shall be for the period commencing on the Services Commencement Date and ending on the last day of that Month;

4.1.2 in respect of the Mobilisation Payment, an invoice is submitted to the Authority no later than five (5) Working Days after the Commencement Date;

4.1.3 in respect of Capital Payments, an invoice is submitted to the Authority within five (5) Working Days of the Provider submitting evidence to the Authority that:

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- 4.1.3.1 it has purchased an item of Additional Capital Equipment and/or that an item of Additional Capital Equipment has been purchased by its Subcontractor and it has received a corresponding invoice from that Subcontractor; and/or (as applicable)
 - 4.1.3.2 the associated fit-out or set-up (as applicable) has been completed and relevant costs incurred.
- 4.2 The Provider shall ensure that each invoice contains all appropriate references, including the date of the invoice, the Provider's name and address, the Provider's banking details, the relevant purchase order number supplied by the Authority, the agreed payment and a detailed breakdown of how the invoice has been calculated and shall ensure that it is supported by any other documentation reasonably required by the Authority to substantiate the invoice.
- 4.3 The Provider shall add VAT to the Contract Price at the prevailing rate as applicable.
- 4.4 The Authority shall, subject to of its rights under this Contract, pay all sums due to the Provider within thirty (30) days of Receipt of a valid undisputed invoice, submitted in accordance with the requirements set out in this Contract. The Authority shall make payment by BACS to the bank account specified by the Provider.
- 4.5 The Provider shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred by, levied on or demanded from the Authority at any time in respect of the Provider's failure to account for or to pay any VAT relating to payments made to the Provider under this Contract. Any amounts due under this paragraph 4.5 shall be paid by the Provider to the Authority not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Authority.
- 4.6 The Authority may reduce payment in respect of any Services which the Provider has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Authority.
- 4.7 The Provider may request an increase to the Contract Price using the Change Mechanism in Schedule I of this Contract if it considers that additional costs will be incurred as a result of the Authority's failure to perform its obligations under this Contract.
- 4.8 The Authority shall pay to the Provider interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on the late payment of any undisputed sums of money properly invoiced by the Provider.

