

Contract Reference CCTM22A01

Vessel Accommodation Services - Pricing Detail Variation 01

# Variation 01

## Annex C: Pricing Details

### 1 OVERVIEW

- 1.1 This Schedule provides the detailed pricing information related to this Variation, **(Variation 01)**.
- 1.2 This schedule also includes the agreed payment methods for the services related to this Variation.

### 2 PRICING INFORMATION

- 2.1 The provision of services under this Variation includes the following pricing elements:
  - 2.1.1 Vessel mobilisation Charges
  - 2.1.2 Implementation Charges
  - 2.1.3 Port Hire Charges
  - 2.1.4 Vessel Charter Charges
  - 2.1.5 Vessels Accommodation Services Charges
  - 2.1.6 The Supplier's Management Fee
  - 2.1.7 Pass Through Costs
- 2.2 Any variation to the Charges payable under the Contract must be agreed between the Supplier and the Buyer and implemented in accordance with the Variation Procedure.
- 2.3 Further details relating to these charges are set out in the Parts to this Annex.
- 2.4 All values within the pricing information at Part A of this Annex are exclusive of VAT.

### 3 PAYMENT METHOD

- 3.1 Payment can only be made following satisfactory delivery of Vessel Accommodation Services in accordance with this Variation and the Call-Off Contract.
- 3.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs and clearly state the purchase order number. This must be sent to the contract lead to approve.

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- 3.3 The Supplier must facilitate payment by the Buyer of the Charges under the Call-Off Contract under any method agreed with the Buyer in the Order Form.
- 3.4 The Supplier must facilitate a change of payment method during the term of the Call-Off Contract.
- 3.5 The Supplier shall not charge the Buyer for a change in payment method during the term of the Call-off Contract.
- 3.6 BUYER'S INVOICE ADDRESS:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

- 3.7 The relevant PO Number for shall be confirmed by the Buyer following the agreement and signature of this Variation.

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### PART A

#### DETAILED PRICING INFORMATION FOR THE PROVISION OF VESSEL ACCOMMODATION SERVICES ON THE BIBBY STOCKHOLM AT PORTLAND PORT

##### 1 Vessel Mobilisation Charges

These charges relate to the mobilisation of the Vessel (securing the Vessel) as set out in the table below:

Pricing Element	Deliverables	Milestone Duration	Amount	Invoice Date/Period	Payment Date
Mobilisation (Securing of Vessel)	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	7 Days from the signature date of this variation	[REDACTED]	April 7 <sup>th</sup> , 2023, onwards	Within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

##### 2 Implementation Charges

These charges relate to the activities required to ensure readiness of the port, the Vessel and of the associated services for the provision and Full-Service Commencement of Vessel Accommodation Services, as set out in the table below:

Pricing Element	Deliverables	Duration	Amount	Invoice Date	Payment Date
Implementation	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	In accordance with the Implementation Plan at Part A of Annex B ( <i>Implementation Plan</i> )	[REDACTED]	Date CTM sign Charterparty agreement with Vessel Owner.	Within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method

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### 3 Port Hire Charges (Port Fees)

These charges relate to the activity of hiring the Port of Portland for the provision of Vessel Accommodation Services, as set out in the table below:

[illegible]

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#### 4 Vessel Charter Charges

These charges relate to the activity of chartering the Bibby Stockholm Barge Class for the provision of Vessel Accommodation Services, as set out in the table below:

Pricing Element	Deliverables	Milestone Duration	Amount	Invoice Date/Period	Payment Date
Vessel Charter Charges	<div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████ ██████████</div> <div>████████████████████</div> <div>████████████████████</div> <div>████████████████████</div> <div>██████████</div> <div>████████████████████</div> <div>██████████</div> <div>████████████████████</div> <div>██████████</div> <div>████████████████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████ ██████████</div> <div>██████████</div> <div>████████████████████</div> <div>██████████</div> <div>████████████████████</div> <div>██████████</div> <div>██████████</div> <div>████████████████████</div> <div>██████████</div>	18 months from the Full Commencement Date	<div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div>	Monthly in advance	Within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form

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## 5 Vessel Accommodation Service Charges

These charges relate to the activity (excluding Mobilisation, Implementation, Port Hire and vessel Charter) required for the provision of Vessel, as set out in the table below:

Pricing Element	Deliverables	Milestone Duration	Amount	Invoice Date/Period	Payment Date
Vessels Accommodation Services Charges	<div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div>	18 months from the Full Commencement Date	<div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div>	Monthly	Within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form

## 6 Supplier Management Fee

6.1 These charges relate to the █████ Supplier Management Fee specified in the Framework Agreement as payable by the Buyer for emergency accommodation projects. The Buyer agrees to pay the Framework Management Fee of █████ to the Supplier on the understanding that the Supplier is earning zero income from the end supply chain. The Supplier confirms that it will not be earning any booking fees, commissions, rebates, marketing funds and have applied zero price mark ups. The █████ will therefore be the sole source of income for this programme of work. The services covered under this Management Fee include the Suppliers:

- 6.1.1 provision of all project management services on the Vessel, with this staff operating twenty-four hours a day, seven days a week service;
- 6.1.2 sourcing and contracting of all services required for the provision of the Vessel Accommodation Services; and
- 6.1.3 making all payments to providers engaged for the provision of the Vessel Accommodation Services.

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The [REDACTED] Supplier Management Fee for the Vessel Accommodation Services shall only be paid by the Buyer on invoiced amounts. In the event of early termination, the [REDACTED] Service Management Fee element shall be refunded to the Buyer where any Service Management Fee has been made in advance.

### 7 Pass Through Costs

- 7.1 The Supplier shall procure the elements of the Vessel Accommodation Services listed in the table below on a pass-through, all-inclusive basis.
- 7.2 In addition, and from time to time the Buyer may seek to agree with the Supplier that other elements of the Vessel Accommodation Services shall be classified as being reimbursable on a pass-through cost, all-inclusive basis.
- 7.3 For the avoidance of doubt, pass-through costs are those costs and expenses in respect of goods and/or services purchased by the Supplier in the provision of Vessel Accommodation Services and invoiced to the Buyer for reimbursement at the purchase price, without any additional Supplier Profit Margin, Indexation or Charges
- 7.4 The Buyer shall reimburse Pass-Through Costs based on the verified purchase price as incurred and exclusive, commission, overheads, or mark-ups.

Category	Estimated Total Price
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

### 8 Damage Policy and Associated Costs

- 8.1 In addition to any obligations under the Framework Contract, the Supplier shall ensure valid and adequate insurance is in place prior to Full-Service Commencement for the

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provision of the Vessel Accommodation Services.

- 8.2 The Supplier shall ensure the insurance is sufficient to cover any losses arising or in connection with any accidental damage, Loss, or theft by Services Users.
- 8.3 The Buyer shall reimburse the Supplier for Losses suffered which are not covered by the Supplier's insurance and the Buyer decides has been caused by a Service User's malicious actions. The Buyer shall decide, acting reasonably, whether the Losses have been caused by a Service User's malicious actions based on evidence provided by the Supplier.
- 8.4 In the event that the Supplier suffers any Losses which are caused by malicious damage by Service Users and are not covered by any insurance, the Supplier shall :
- a) to make safe any damaged area;
  - b) alert all relevant parties immediately, including the Buyer; and
  - c) provide photographic images or other evidence and an incident report to the Buyer within 48 hours

The Buyer shall review the evidence provided by the Supplier and aim to respond to the Supplier within 48 hours.

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