# PICTS Contract
# Schedule 11
# Invoicing Procedures

**Document Info**

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**Revision History**

| Version | Date | Details of Changes | Author |
|---|---|---|---|
| 0.1 | 26/10/16 | First draft based on existing OMNI Schedule | Sopra Steria |
| 0.2 | 31/10/16 | Revision of first draft | Sharpe Pritchard |
| 0.3 | 10/11/16 | Further revision of first draft | Sharpe Pritchard |
| 0.4 | 11/11/16 | Minor Corrections | Sopra Steria |
| 0.5 | 11/11/16 | FINAL VERSION – all changes agreed | Sharpe Pritchard |
| 1.0 | 14/12/16 | Final version for completion | Sharpe Pritchard |

1. **Introduction**

1.1 This Schedule sets out the procedures for invoicing and receiving payments, the dates on which invoicing and payments must occur, the required invoice content and the process for calculating invoice value. This Schedule also requires the PROVIDER to attend invoicing meetings to share cost information with the AUTHORITY.

2. **Entitlement**

2.1 The AUTHORITY will pay the Charges in consideration of the performance of the Services by the PROVIDER in accordance with the terms of this Agreement.

2.2 The PROVIDER shall only be entitled to receive payment if:

(A) an obligation is chargeable under this Agreement;

(B) an invoice is issued in accordance with this Schedule 11; and

(C) the Charge or basis for determining the charge for that activity is identified in Schedule 5 (Payment Mechanism).

3. **Invoice Process**

3.1 The PROVIDER shall submit invoices for the applicable Services set out in, and in accordance with the provisions of Schedule 5 (Payment Mechanism).

3.2 In the event that the AUTHORITY is entitled to receive Service Credits or Liquidated Damages relating to any Invoice Period (save where the AUTHORITY elects in writing in advance, to waive its entitlement to any such Service Credits or Liquidated Damages or any one occasion under this Agreement) the PROVIDER shall deduct the amount of the Service Credits and Liquidated Damages from the Charges otherwise due in respect of the relevant Invoice Period or any other period specified by the AUTHORITY. The level of Service Credits awarded will be calculated one Month in arrears and in line with the mechanisms outlined within Schedule 6 (Performance Measurement) of the Agreement, as agreed by the AUTHORITY. If Service Credits or Liquidated Damages relate to the final Invoice Period the PROVIDER shall issue to the AUTHORITY a remittance.

3.3 The PROVIDER shall provide a full breakdown of Service Credits due to the AUTHORITY with all supporting documentation as is reasonably required by the AUTHORITY in order to enable it to determine the level of Service Credits due to it.

3.4 Invoices shall be submitted Monthly in arrears unless otherwise agreed by the AUTHORITY in writing.

3.5 Each invoice shall be accompanied by a full breakdown of Charges and full supporting documentation evidencing the contents of the invoice. The invoice shall be provided in the format to be agreed by the Parties from time to time.

The Parties have agreed that the content of the invoice for the PICTS Blackberry Service shall be as set out in Annex A to this Schedule 11.

3.6 The PROVIDER agrees to account for capital expenditure separately in a format to be agreed by the Parties in order to enable the AUTHORITY to draw down from the appropriate capital budget and account for the costs appropriately.

(A) The AUTHORITY may from time to time in writing, through the Change Control Procedure, appoint the PROVIDER as its agent for the purchase of specific Hardware and Software. The PROVIDER agrees to such appointment.

(B) Other than as provided for in Paragraph 3.6(A) of this Schedule 11, the PROVIDER shall:

(1) have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorised, to bind the AUTHORITY in any way, and shall not do any act which might reasonably create the impression that the PROVIDER is so authorised;

(2) not enter into any contract or incur any liability on behalf of the AUTHORITY or pledge the credit of the AUTHORITY; and

(3) not collect accounts or receive monies on behalf of the AUTHORITY.

(C) The PROVIDER has no authority to and shall not take part in any dispute, or institute or defend any proceedings, or settle or attempt to settle or make any admission concerning any dispute, proceedings or other claim relating to any Hardware or Software purchased by the PROVIDER as agent for the AUTHORITY as permitted under Paragraph 3.6(A) of this Schedule 11. The PROVIDER will immediately inform the AUTHORITY of any of the foregoing.

(D) In performance of its role as agent of the AUTHORITY as granted under Paragraph 3.6(A) of this Schedule 11, the PROVIDER shall, in performing its activities, look after the interests of the AUTHORITY and shall act dutifully and in good faith. The PROVIDER shall comply with all reasonable instructions given by the AUTHORITY and, in the absence of any instructions in relation to any particular matter from the AUTHORITY, shall act in such manner as the PROVIDER ought reasonably to consider to be most beneficial to the AUTHORITY, but without binding the AUTHORITY.

(E) Notwithstanding anything else contained in this Agreement, where the AUTHORITY has required the PROVIDER to act as the AUTHORITY's agent ("Agent") in accordance with this Paragraph 3.6, the PROVIDER

shall have no liability for the delivery or condition of such Hardware or Software in its capacity as Agent.

(F) Nothing in this Paragraph 3.6 shall remove the PROVIDER's obligation to provide the Services to the specified standards or to perform its obligations as Agent.

(G) Notwithstanding anything else contained in this Agreement, where the AUTHORITY has required the PROVIDER to act as the Agent in accordance with this Paragraph 3.6, the PROVIDER shall have no liability for the delivery or condition of such Hardware or Software in its capacity as Agent.

(H) Nothing in this clause shall remove the PROVIDER's obligation to provide the Services to the specified standards or to perform its obligations as Agent.

3.7 The PROVIDER shall also, where applicable, provide the AUTHORITY with a VAT invoice to enable it, where possible, to reclaim or obtain a refund of VAT from HM Revenue and Customs, and such invoice shall be provided by the PROVIDER in the format and within the timescales stipulated by the AUTHORITY. For the avoidance of doubt VAT shall be shown separately.

3.8 All payments under this Agreement shall be made in Pounds Sterling.

3.9 The AUTHORITY shall confirm the validity of each invoice issued by the PROVIDER based on the supporting information and documentation supplied by the PROVIDER, or as generated by the AUTHORITY. Any invoice that is reasonably believed by the AUTHORITY not to meet the terms of this Schedule 11 or not correctly represent the charges due may be deemed invalid.

3.10 The AUTHORITY shall retain the right to reject or dispute invoices, or part of the Charges due under an invoice, that it cannot validate in accordance with Paragraph 3.9.

3.11 The AUTHORITY shall make payment to the PROVIDER at the address specified in the invoice within thirty (30) days from the date of receipt of an invoice subject to it being validated by the AUTHORITY in accordance with Paragraph 3.9.

3.12 The PROVIDER shall raise any queries concerning any aspect of the payment of an invoice, in the first instance, with the AUTHORITY's Supplier Manager (as defined in paragraph 3.13 below). If the query is not resolved then it should be escalated in accordance with Clause 40 (Dispute Escalation) and, if required, Clause 41 (Dispute Resolution).

3.13 At the Commencement Date, the AUTHORITY's Supplier Manager shall be [REDACTED];. In the event of a change of the AUTHORITY's Supplier Manager, the AUTHORITY shall inform the PROVIDER in writing of the identity of the new AUTHORITY Supplier Manager as soon as is reasonably practicable in the circumstance.

3.14 Where the AUTHORITY disputes any invoice and intends to withhold payment of all or part of that invoice the AUTHORITY shall notify the PROVIDER of its intention to withhold payment in writing within thirty (30) Working Days of receipt of the invoice. Such notice will specify:

(A) the amount (if any) of the payment made or proposed to be made, and the basis on which the amount is calculated;

(B) the amount proposed to be withheld and the ground for withholding payment; and

(C) if there is more than one ground, each ground and the amount attributable to it.

3.15 If receipt of an invoice is delayed for reason of strike, postal dispute or delay, or any other occurrence beyond the reasonable control of the Parties, the payment term of thirty (30) days shall apply from the AUTHORITY's receipt of the invoice. All payments by the AUTHORITY shall be made by BACS (to the bank account details provided in advance of the first invoice).

3.16 The PROVIDER shall submit all invoices, to the AUTHORITY at the following address, or such other address as is notified to it by the AUTHORITY from time to time:

Accounts Payable
Ministry of Justice
PO Box 769
NEWPORT
NP20 9BB

A copy of the invoice with the detail specified within Paragraph 3.5 of this Schedule should be forwarded to the AUTHORITY’s Finance Officer.

Annex A – Blackberry Service Invoices

For the purposes of paragraph 3.5 of this Schedule 11 (Invoicing Procedures) the parties have agreed the following in respect of invoices for the PICTS Blackberry Service.

The PROVIDER will provide a Financial Management service which shall include

- Sufficient monthly information to allow call charges, international roaming and SMS costs to be charged back to the NPS.

(A) **PROVIDER Workbook and Invoicing**

The AUTHORITY has requested a billing service from the PROVIDER with regards to management of the Vodafone invoices.

The PROVIDER will not be able to provide monthly itemised call information in a workbook due to the huge volume of information, it could potentially equate to over 90,000 lines for 400 users.

The AUTHORITY has confirmed that the monthly billing file provided by Vodafone via email should be sufficient. The PROVIDER will request that Vodafone provide a summarised consolidated invoice and the PROVIDER will include a line per BlackBerry user in the Workbook, as per the example below:

[REDACTED];

Itemised bills can be provided direct to either the AUTHORITY for distribution to the end users or direct to end users within the NPS.