SCHEDULE 6: CONTRACT CHARGES

1. General provisions

1.1 This Contract Schedule 6 details:

1.1.1 the Contract Charges for the Project under this Contract; and

1.1.2 the procedure applicable to any adjustments of the Contract Charges.

2. Contract Charges

2.1 The Contract Charges which are applicable to this Contract are set out in Annex 1 of this Contract Schedule 6.

2.2 The Supplier acknowledges and agrees that:

2.2.1 in accordance with paragraph 1 (General Provisions) and of this Contract Schedule 6 (Contract Charges), the Contract Charges can in no event exceed the Contract Charges set out in Annex 1 to Contract Schedule 6 (Contract Charges); and

2.2.2 The Contract Charges comprise of the maximum daily rates for each category of the Supplier staff and (in each case exclusive of VAT) are as set out in Annex 1 of this Contract Schedule 6.

2.2.3 Daily rates are based on a Working Day consisting of eight (8) hours (excluding break).

2.2.4 Unless a Customer agrees otherwise under the terms of a specific Contract, the Supplier cannot charge for any more than eight (8) working hours in one (1) day.

2.2.5 All daily rates are inclusive of travel, subsistence, lodging and related expenses. Any additional Charges shall be calculated as detailed in the Letter of Appointment as detailed in DPS Schedule 4 (Letter of Appointment) and agreed with the Customer. The Supplier shall provide invoices detailing additional Charges to the Customer.

3. Adjustment of Contract Charges

3.1 The Contract Charges shall only be varied:

3.1.1 due to a specific change in Law in relation to which the Parties agrees that a change is required to all of part of the Contract Charges in accordance with Clause 11.4 of the DPS Agreement, or

3.1.2 where a review of the Contract Charges is agreed by the Parties, in accordance with the provisions of Section 4 of this Contract Schedule 6.

4. Review of the Contract Charges

4.1 If the Supplier determines that some or all of the Contract Charges need to be increased, the Supplier shall notify the Customer in writing of its request to increase some or all of the Contract