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| COLLECTION AND DISPOSAL SERVICES FOR FLYTIPPED HAZARDOUS WASTE |
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| SCHEDULE 3: FINANCE |
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# CONTENTS

**1. CONTRACT RATES AND PAYMENTS 3**

**2. VARIATIONS TO PRICE 3**

**3. INVOICES 3**

3.1 Invoices 3

3.2 Default Notices 4

3.3 Remediation Notices 5

3.4 Deductions 6

# 1. Contract Rates and Payments

1.1.1 The Council shall pay to the Contractor the Contract Rate for each flytipping incident and the contract rate for each tonne of waste collected and disposed.

1.1.2 The Contract Rates shall be the full inclusive price for the Services to be provided to the satisfaction of the Council’s Contact, including all costs, taxes and expenses but excluding VAT and Landfill Tax where applicable, which may be required together with all risks, liabilities and obligations set forth or implied as necessary to comply with the Conditions, this Schedule and all documents forming part of the Contract.

1.1.3 The Contract Rates are in Schedule 2 - Pricing

**2. Variations to Price**

2.1.1 Contract Rates are fixed for the initial term of the Contract.

### 2.1.2 If the Council agrees to extend the Contract in accordance with Condition 7 of the Conditions of Contract, the Contract Rates will be increased by 2%. The revised Contract Rates shall apply for the duration of the extension period.

2.1.3 Any changes to the Contract Rates shall be agreed in writing and signed by both parties three months prior to their being applied, that is by 1 September 2023 and will apply from 1 December 2023. Failure to agree any such changes to Contract Rates within this time scale may result in no change being applied, and no such changes shall be applied in retrospect unless so decided by the Council’s Contact at his sole discretion. Where the Parties fail to agree with this, the mediation procedure set out in Condition 32 (Disputes and Mediation) of the Conditions of Contract shall be followed.

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# 3 Invoices

3.1 The Service Provider shall submit invoices on a monthly basis for incidents attended in the previous month. The invoice value shall match the value identified in the Monthly Report required by paragraph 4 of Schedule 1 – Service Specification.

3.2 Invoices must be submitted electronically within 15 Working Days of the end of each month.

3.3 All charges invoiced for the Services shall be detailed on the invoice in accordance with Schedule 2 Pricing.

3.4 The Service Provider shall ensure that a valid purchase order number is quoted on all invoices. Each invoice shall set out, as an addition to the monthly sum due, the respective Value Added Tax (or equivalent tax or levy) due to be paid as part of the invoice, in accordance with Condition 6.3 of the Conditions of Contract.

3.5 Invoices shall be submitted by email to the following two addresses;

* VIMenquiries@Hants.gov.uk
* WasteManagement@Oxfordshire.gov.uk

3.6 Any disagreement of invoice details shall result in that invoice being put on dispute to be determined by agreement between the Service Provider and the Council. Disputed invoices shall not affect the payment of any other invoice.

# 4 Default Notices

4.1 Where the Council’s Contact is satisfied that in any particular case the Contractor has failed to provide the Services in accordance with the provisions of the Contract he shall be entitled to issue to the Contractor a Default Notice advising of the failure in services. Where the Council has issued two or more Default Notices in any one calendar month the Council shall be entitled to impose a £50 deduction for each Default Notice issued from the Contractor’s monthly invoice.

4.2 Failure to perform the Services shall include but may not necessarily be limited to instances of operational deficiency. Operational deficiency may include such matters as;

* + - failure to achieve Response Times (and the Council shall take into account any exceptional circumstances giving rise to a failure of this provision),
    - non-acceptance of Approved Waste,
    - insufficient capacity for receiving Approved Waste,
    - operating in such a manner as to cause disturbance or interference to others,
    - non-submission of data and/or information, or invoices and/or supporting documentation,
    - not having adequate Necessary Consents or failing to maintain such Consents,
    - breaches of Health and Safety regulations.

4.3 Wherever possible the Council’s Contact shall issue all Default Notices in writing but in the event that this is not practicable he may do so verbally (whether in person or by telephone), and may confirm such be email, and shall confirm the substance of such Default Notice in writing as soon as reasonably practicable.

4.4 Any issuance of a Default Notice shall be without prejudice to, and shall not constitute a waiver of, any rights that the Council may have under Condition 27 of the Conditions of Contract arising from any such failure by the Service Provider to provide the Services in accordance with the provisions of the Contract.

# 5 Remediation Notices

5.1 In the case of a failure of the Contractor to address the reasons that have led to the issue of a Default Notice or the issue of four or more Default Notices during one calendar month the Council’s Contact shall be entitled to serve a Remediation Notice on the Contractor.

5.2 A Remediation Notice may also be served where in the opinion of the Council’s Contact a breach of Conditions of Contract or service requirements, or failure of performance to be so serious as to warrant immediate service of such a Notice.

5.3 A Remediation Notice may include any or all of the following;

* the reasons why a Notice has been served,
* the failure of performance,
* measures the Contractor should consider to remedy the failure and/or to prevent its recurrence,
* reasonable timescales within which remedial actions need to have been taken as the Council’s Contact may determine.

5.4 Following the service of a Remediation Notice;

* the Contractor shall provide the Council’s Contact with a written response within 10 Working Days of the date of the Notice, detailing measures he has or shall be instigating to address the issue,
* the Council’s Contact shall be entitled to require the Contractor’s Representative to attend a meeting to discuss the issue of the Notice and measures to be taken at a date, time and venue to be advised by the Council’s Contact,
* the Council’s Contact shall be entitled to impose a £100 deduction from the Contractor’s monthly invoice in respect of the service of each Remediation Notice,

5.5 The Council’s Contact shall be entitled to impose an additional deduction from the Contractor’s monthly invoice to cover additional expenses the Council may have incurred in dealing with the consequences of the service of a Remediation Notice, such sum not to exceed £300 in respect of each Notice.

5.6 All Remediation Notices shall be given in writing and delivered to the address of the local office of the Contractor as advised to the Council’s Contact by the Contractor’s Representative.

5.7 Following the service of a Remediation Notice and any subsequent meeting between the Parties the Contractor shall provide the Council with a written statement setting out what measures he shall be taking to address the reasons for the Default and the timescale in which these are to be achieved.

5.8 Following the implementation of measures to address any default and its resolution, the Council’s Contact shall write to the Contractor accepting actions taken and closing the matter.

5.9 Where the Contractor fails to comply with all or any Remediation Notices issued by the Council’s Contact, the Council’s Contact shall be entitled to issue a further Remediation Notice.

5.10 Any issuance of a Remediation Notice shall be without prejudice to, and shall not constitute a waiver of, any rights that the Council may have under Condition 27 of the Conditions of Contract arising from any related failure by the Service Provider to provide the Services in accordance with the provisions of the Contract.

# 6 Deductions

6.1 The Default deduction of £50 in paragraph 4 above is based upon a reasonable estimate of costs incurred by the Council in investigating the cause of the Default, the issuing of the Notice and any re-inspection costs in respect of each Default Notice.

6.2 The Remediation deduction of £100 in paragraph 5 above is based upon a reasonable estimate of costs incurred by the Council in investigating the cause of the Default, preparing and issuing the Notice and any re-inspection costs in respect of each Remediation Notice.

6.3 The Remediation deduction of £300 in 5.5 above is based upon a reasonable estimate of costs incurred by the Council in meeting with the Contractor’s Representative, receiving his written response, and assessing proposed remedial measures, in respect of each Remediation Notice.