

SCHEDULE 5

PRICING SCHEDULE

1. CALCULATION OF THE CHARGES

- 1.1 Throughout the Term, the Council will pay the Charges for Core Service Provision and Ring Fenced D&A Testing (as set out in the table below) for each month calculated on the basis of 1/12 of [the rates and prices] set out in this Schedule.
- 1.2 The Incentivised KPI payments and the Community Investment Requirement will be monitored and paid in accordance with Schedule 4 and clause 2.3 of this Schedule 5.

Contract value to be inserted from Tender Response

2. PAYMENT PLAN

- 2.1 Save for the Incentivised KPI payments, the Provider shall submit invoices monthly in arrears and the invoices shall become payable by the Council 30 days from receipt of an undisputed invoice.
- 2.2 Ring Fenced D&A Testing is a ring fenced budget (and must only be used for this purpose). Any underspend from this budget will be returned to the Council at the end of each Contract Year. As part of the Quarterly Monitoring report the Provider will report on expenditure from this budget including where the Provider anticipates the budget will not meet expected demand
- 2.2 Performance in relation to the Incentivised KPIs and the Community Investment will be monitored and reports produced in accordance with Schedule 4.
- 2.3 Subject to the agreement of the Council:
 - 2.3.1 provided that the Provider has achieved the Incentivised KPIs, the Incentivised KPI payment will be made at the end of each Contract Year.
 - 2.3.2 the Community Investment Requirement is subject to the clawback provisions set out in Schedule 4. Any clawback will be notified at the end of each Contract Year.

3. TERMINATION PAYMENT DEFAULT

Subject to timely submission of monthly invoices or claims within agreed deadlines, if undisputed charges relating to three months activity or more have been overdue for payment for a period of 90 days or more, the Council will have committed a Termination Payment Default.