



DERBYSHIRE COUNTY COUNCIL Place, Passenger Transport DPS

SCHEDULE C2

SEND & ASCH CONTRACT PAYMENT TERMS

INCLUDING PAYMENT PROTOCOL

FOR BLOCK SUBSIDY CONTRACTS ONLY

Schedule C2 SEND & ASCH CONTRACT PAYMENT TERMS - Version Control

Version	Author	Date	Comments	Approved by
1.0	I K Gregory	December 2022	Final	

SCHEDULE C – Block Subsidy ONLY

Schedule C – Contract Price and Payment Terms including Payment Protocol – Block Subsidy Contracts Only V1.0
July 2022

CONTRACT PRICE AND PAYMENT TERMS

Contracting Authority: Derbyshire County Council
Vendor ID: XXXXXXXXXXXXXXXXXXXX
Operator Name: XXXXXXXXXXXXXXXXXXXX
Contract ID Number/Name: XXXXXXXXXXXXXXXXXXXX
Commencement Date: 02 January 2023
Contract Type: Block Subsidy

Subject to satisfactory performance of the Service in compliance with the terms of this Agreement, the Council shall pay the Contract Price to the Operator in accordance with the sums detailed in, and on the dates detailed in, this Schedule.

The Contract Price for the Service shall be as set out in the Contract Price Table below.

This is a summary of the daily/weekly contract price.

CONTRACT NUMBER	XXXXXXXXXXXX			
DAILY COST	DAY	VEHICLE & DRIVER	PASSENGER ASSISTANT	DAILY TOTAL
	MON			
	TUES			
	WED			
	THURS			
	FRI			
	SAT			
	SUN			

CONTRACT PRICE	
Total Annual Contract Value	£xxxxxx

* Payments shall be based on a calendar month payment cycle and only for the days that the contract has operated in line with the mini competition specification Schedule B and adjusted for any disruption.

SCHEDULE C2 - Payment Protocol – Block Subsidy Only

1. Administrative arrangements for payments under a block subsidy contract

- 1.1 Upon receipt of a valid completed accurate Payment Claim Form every calendar month a payment will be made by electronic transfer direct to the Operators bank account (see Clause 12 T&C).
- 1.2 This amount will vary depending on the number of eligible days Passengers have been transported. Where a minimum 24-hour notice is advised to the Operator that transport will not be required to run, the days of suspension will not be chargeable by the Operator unless specifically agreed with the Councils PTU.
- 1.3 The payment will include all amounts outstanding and any adjustments for any retrospective changes to payments already made.
- 1.4 Thereafter, the Operator will be sent remittance advice detailing how the payment is made up.
- 1.5 Operators are required to put appropriate arrangements in place to complete and check their payment claim along with the remittance advice to ensure that payments relate to eligible service delivery only i.e. those days that transport occurred for eligible passengers relating to the days of operation set out in Schedule B or in any subsequently agreed Contract Variation (see Schedule E) issued by the Council for this contract.
- 1.6 Operators are required to notify the Council of any changes that may affect the subsidy payments by completing and submitting the Payment Claims Form electronically. The next available payment will be adjusted to take account of these changes including backdated payments and overpayments.
- 1.7 If the amount overpaid exceeds the amount to be paid to the Operator in the next available payment period, then the Council will seek to recover the overpayment over each subsequent payment period as is required to settle it in its entirety. However, at the

Councils reasonable discretion and in exceptional circumstances, the Council may agree to phase the repayment over more than one payment period from the outset or it may be recovered by the Council issuing of an invoice.

- 1.8 It is the Operators responsibility to notify the Councils PTU of the days the contract has operated during a period by completing the Payment Claims Form electronically. No subsidy payments can be made until an accurately completed Claims Form is received electronically by the PTU.
- 1.9 Notwithstanding the above provisions, the Operator must notify the Councils PTU of any changes in circumstances, which they should reasonably consider will affect the eligibility for subsidy payments as soon as practicable.

2. Over/under payments

- 2.1 This section outlines the procedures for dealing with adjustments to payments to compensate for under/overpayments and inaccurate payment claims.
- 2.2 If any dispute as to errors or changes cannot be settled as soon as reasonably possible of the Operator notifying the Council of any such errors or changes, then either party may require the disagreement to be dealt with under the provisions of clause 33 dispute resolution. An appropriate adjustment shall be made once any such dispute is settled or determined.
- 2.3 As the Subsidy is paid in calendar monthly instalments, in arrears. It should be uncommon for changes in circumstances to take place during a period for which payment has been claimed, creating an under/overpayment for that period.
- 2.4 Any overpayment is payable back to the Council from the date any overpayment(s) started or from an alternative date if agreed between the Operator and the Councils PTU Team.
- 2.5 If an under/overpayment is caused by the PTU team failing to act on any change in circumstances reported by the Operator, or the Operator failing to notify us in a timely manner of any such change in circumstances, subject to any evidence (e.g., claim form validation with establishment) needing to be sought, an adjustment will be made in a subsequent payment to the Operator.
- 2.6 If an adjustment can only be made after the expiry date relating to the contract concerned or after this Agreement has been terminated then the Operator must pay the Council any overpayment and the Council must pay the Operator any underpayment as soon as possible after the amount of any such adjustment has been agreed or decided upon.

3. Recovery of sums outstanding

- 3.1 This Schedule sets out the Protocol by which the Council will recover overpayments made and adjust any underpayment the Council may make under this Agreement. However, nothing in this Schedule shall prevent sums outstanding, whether or not at the termination of this Agreement, being recoverable by either party as a civil debt.

4. General

- 4.1 The Operator shall comply with this Schedule C2 throughout the Agreement. The Council reserves the right from time to time to issue amendments to this schedule and shall make available copies of the same to the Operator. Such amendments shall be deemed to form part of the terms and conditions of the Agreement and the Operator shall comply with the requirement set out within.