

Schedule 4
Payment Mechanism

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1. **Not Used**

2. **Definitions**

2.1 In this Schedule, unless otherwise stated, the following words and phrases shall have the following meanings:

Expression	Meaning
Actual Income Received	<p>in each Guaranteed Income Payment Period the Income received by the Authority calculated as follows:</p> $\text{Actual Income Received} = (a + b + c) - d$ <p>where</p> <ul style="list-style-type: none">a) Amounts of Income invoiced by the Service Provider in the Guaranteed Income Payment Period;b) the amount of the Authority's allocation of Sub Regional Funding for Bringing Empty Properties Back Into Residential Use released by the Authority into the Authority's nominated bank account in the relevant Guaranteed Income Payment Period;c) cash recovered for Bad Debts when paid into the nominated Authority bank account in the relevant Guaranteed Income Payment Period <p>Minus</p> <ul style="list-style-type: none">d) Bad Debts written off by the Service Provider in the relevant Guaranteed Income Payment Period
Additional Service Provider Costs	has the meaning given to it in paragraph 30.5 of this Schedule
Additional Service Provider Costs Payment (ASPCP)	has the meaning given to it in paragraph 30.5 of this Schedule
AI	has the meaning given to it in paragraph 29.1 of this Schedule
Annual Guaranteed Contract Price	set out in cells G482 to AN 482 inclusive of the Financial Proforma 1 in Appendix I.
Annual Service Charge	the annual service charge calculated in accordance with

	paragraph 20.1 of this Schedule.
Base Date	the Service Transfer Date.
Bad Debt	any invoice for Income payable by a Service user to the Authority which is unpaid for a period of greater than 6 months from the due date of payment.
Capital Contribution	has the meaning given to it in paragraph 18.1 of this Schedule
Construction Contract Payment (CCP)	the amounts paid by the Authority to the Service Provider (or its successor) under the Hendon Cemetery and Crematorium Construction Contract during the previous Service Charge Payment Period (or similar period under the Hendon Cemetery and Crematorium Construction Contract).
CDP Initiative	means an initiative undertaken pursuant to the Commercial Development Plan as set out in Appendix L
Day Rates	the rates as set out in appendix F of this Schedule which represent the price per day for specific resources supplied by the Service Provider to the Authority.
Deadlock PI Details	has the meaning given to it in paragraph 11.4 of this Schedule
Delegated Services	means Shared Services for customers outside Barnet (as set out in Schedule 37 (Commercial Development Plan) of the DRS Contract) where such Services are delivered under Delegated Powers under the Local Government Act
Delegated Services Costs	has the meaning given to it in paragraph 30.5 of this Schedule
Delegated Services Costs Payment (DSCP)	has the meaning given to it in paragraph 30.5 of this Schedule
Delegated Services Income	has the meaning given to it in paragraph 30.5 of this Schedule
Delegated Services Reward Payment (DSRP)	has the meaning given to it in paragraph 30.5 of this Schedule
Efficiency Adjustment	has the meaning given to it in paragraph 30.5 of this Schedule
Employee Information Adjustment	the adjustment calculated in accordance with paragraph 24.2 of this Schedule.
Employment Indexation Adjustment	has the meaning given in paragraph 17.4 of this Schedule.
Employment Price Index	 element of the price identified within Appendix I Financial Proforma 1 in columns G to AN inclusive on rows 224, 238, 252, 266, 280, 294, 308, 322, 336, 350, 364 and 378.
Excess Income	has the meaning given to it in paragraph 30.5 of this Schedule
Hendon Cemetery and Crematorium Construction Contract	the agreement entered into by the Authority and the Service Provider on or about the date of this Agreement in relation to construction works at Hendon Cemetery and Crematorium (as amended or updated from time to

	time).
Income	Means all fees and charges (but shall exclude other sources of funding including but not limited to funding received from s106 agreements, grants, Community Infrastructure Levy, business rates, precepts of local taxes) which derive from or attributable to: <ul style="list-style-type: none"> (i) the Services; (ii) any service listed in Schedule 37; (iii) any service related or ancillary to any of the Services; and (iv) any service which the Service Provider has been afforded the opportunity to provide through its position as Service Provider under this Agreement.
Income Payment	the payment calculated in accordance with paragraph 28 of this Schedule.
Inflation Exempt Costs	the costs set out within Appendix I Financial Proforma 1 at columns G to AN inclusive on rows 151, 157, 163, 169, 175, 181, 187, 193, 199, 205, 211 and 217.
Invoice One	has the meaning given to it in paragraph 14.1.1.
Invoice Two	has the meaning given to it in paragraph 14.2.1.
Key Performance Indicator, or KPI	a performance indicator that demonstrates the performance of the Services, adherence to policies, or achievement of strategic outcomes. These are set out in Part B of Schedule 2 (Output Specifications, KPIs and PIs). They include Operational KPIs, Policy KPIs and Super KPIs.
LGPS Employer Contribution Rate Adjustment	the adjustment calculated in accordance with paragraph 23 of this Schedule.
Monthly Performance Report	shall have the meaning given to it in Schedule 13 (Monitoring Procedure)
Net Financial Benefit	Actual Income Received minus the Service Provider Costs.
[REDACTED]	[REDACTED]
Non Employment Indexation Adjustment	has the meaning given in paragraph 17.4 of this Schedule.
Non Employment Price Index	CPI (Consumer Price Index), which will only apply to the non employment costs element of the price identified within Appendix I Financial Proforma 1 columns G to AN inclusive on rows 18 to 473 inclusive, excepting those rows which are subject to Employment Price Index above and Inflation Exempt Costs below.
NCSO Cost Obligation Adjustment	the adjustment calculated in accordance with paragraph 25 of this Schedule.
Operational KPI	a key performance indicator set out in Part B of Schedule 2 (Output Specifications, KPIs and PIs) that measures the

	performance of the services against a performance target (as adjusted from time to time in accordance with this Agreement).
Other Set Off Amount	means any amount which the Authority is entitled to set off as a sum due and payable to the Authority against any payment due to the Service Provider under the terms of this Agreement.
Payment Quarter or Payment Quarterly	means each subsequent period comprised of three successive Service Charge Payment Periods save that the last Payment Quarter shall end on the last day of the Service Period;
Paid for User Services	(1) the activities and prices set out in Appendix A of this Schedule, including: Planning Applications, including discharge of conditions, Trading Licences, Building control fees, Cremation and Burial Fees; and (2) in relation to the list in Appendix A of this Schedule: (i) the Services; (ii) any service listed in Schedule 37; (iii) any service related or ancillary to any of such Services; and (iv) any service which the Service Provider has been afforded the opportunity to provide through its position as Service Provider under this Agreement.
Pensions Cost Modelling Adjustment	the adjustment calculated in accordance with paragraph 23 of this Schedule.
Performance Indicator, or PI	a performance indicator that demonstrates the performance of the Services and is set out in Part B of Schedule 2 (Os, KPIs and PIs) to this Schedule.
Performance Target	the required level of performance for a KPI or PI as indicated in the Target column of the tables in Part B of Schedule 2 (Output Specifications, KPIs and PIs), as adjusted by the Performance Ratchet provisions contained in paragraph 6 of this Schedule.
Periodic Proportion	has the meaning given in paragraph 12B of this Schedule.
Periodic Service Payment	the quarterly service charge calculated in accordance with paragraph 19 of this Schedule payable by the Authority for the Services through Invoice One as amended from time to time in accordance with this Agreement.
Policy KPIs	a policy key performance indicator set out in Part B of Schedule 2 (Output Specifications, KPIs and PIs) that measures the performance of the services against a Performance Target (as adjusted from time to time in accordance with this Agreement).
Reconciliation Payment	the payment described in paragraph 33.
Rectification Plan	a practical set of actions put in place to rectify an

	incident of Service Failure.
Reward Payment (RP)	has the meaning given to it in paragraph 30.5 of this Schedule
Service Deduction	the deduction calculated in accordance with paragraph 4.15 of this Schedule
Service Failure	an event leading to a measured level of performance that is categorised as being below the on-target performance banding in accordance with paragraph 4 of this Schedule.
Service Provider Adjustment Payment	means the adjustment calculated in accordance with paragraph 27A of this Schedule.
Service Provider Costs	the costs incurred by the Service Provider of delivering the Services including any payment made under MIGA to honour the Guaranteed Income for the relevant Guaranteed Income Payment Period plus the Service Provider Management Fee plus the Service Provider Profit.
Service Provider Profit	of the Service Provider Turnover for the relevant Guaranteed Income Payment Period.
Service Provider Management Fee	of the Service Provider Turnover for the relevant Guaranteed Income Payment Period.
Service Provider Turnover	the revenue shown in the Service Provider's books of account (and made fully available to the Authority to inspect in accordance with clause 35 of the Agreement) for that Service Charge Payment Period in respect of the Service Provider's entitlement to the Periodic Proportion and Additional Service Provider Costs
Super KPI	a commitment and/or guarantee made by the Service Provider that is linked to a desired outcome of the Agreement and to which a payment to the Authority applies should the Service Provider fail to achieve the specific commitment and/or guarantee and such Super KPIs are set out in Part B of Schedule 2 (Output Specifications, KPIs and PIs).
Tolerance Parameters	the parameters of specified service related volumes within which the price of that service to the Authority will remain unchanged.
Under Performance Credit Point	an Under Performance Point able to be set off against others incurred in the period of measurement so as to reduce the net deduction made for that period.
Under Performance Point	the method of capturing the weighted aggregate of

	failure against performance in a measurement period, expressed in a points basis.
Under Performance Points Threshold	has the meaning set out in paragraph 4 of this Schedule.

2.2 The provisions of Schedule 1 (Definitions) of the Agreement shall also apply to this Schedule.

2.3 Unless otherwise specified calculations in this Schedule will be carried out to 6 decimal places (or if less than 6 are available then as many decimal places as are available).

2.4 The parties recognise and agree that all worked examples included in this Schedule are illustrative only and are not intended to give rise to legally binding rights and obligations between the parties and shall not affect the interpretation of any other provisions of this Agreement.

3. **Monitoring and Measurement**

3.1 The Service Provider shall monitor and measure its performance in respect of the Services on a monthly, quarterly, and annual basis from the Service Transfer Date as against the KPI and PI tables set out in Part B of Schedule 2 (Output Specifications, KPIs and PIs) in accordance with the terms of this Agreement and Schedule 13 (Monitoring).

3.2 A failure by the Service Provider to report any KPI set out in Part B of Schedule 2 (Output Specifications, KPIs and PIs) shall constitute a Service Failure and paragraph 4 of this Schedule shall apply in this regard. If the subsequent reporting of this KPI shows it to have been in the on-target or over performance bands then the Under Performance Points shall be credited back to the Service Provider in the next Service Charge Payment Period.

4. **Application of Service Deductions**

4.1 The following provisions shall apply in respect of the application of Service Deductions.

4.2 Service Deductions will be calculated according to a points system whereby points are accumulated where the actual performance level against a particular KPI target falls within any one of 3 bands of underperformance. For KPIs where there are no bandings of underperformance i.e. they are either achieved or they are not, then a below on-target performance shall lead to an accumulation of all the Under Performance Points available.

4.3 The total number of Under Performance Points available each Contract Year within the Payment Mechanism as a whole is 1000 and these are allocated to

individual Key Performance Indicators by the Authority. The agreed initial allocation for Contract Year one (1) of the Agreement of points to individual KPIs is set out in Part B of Schedule 2 (Output Specifications, KPIs and PIs). There are three main types of KPIs and points are allocated between these three types as follows:

Operational KPIs (as set out in Part B of Schedule 2 (Output Specifications, KPIs and PIs))	Super KPIs (as set out in Part B of Schedule 2 (Output Specifications, KPIs and PIs))	Policy KPIs (as set out in Part B of Schedule 2 (Output Specifications, KPIs and PIs))
750 Under Performance Points	200 Under Performance Points	50 Under Performance Points

4.3A Where a KPI or Super KPI has a measurement frequency that is less frequent than annual then any Under Performance Points available to that KPI or Super KPI shall be carried forward from one Contract Year into one or more subsequent Contract Years until the date of measurement for the purposes of calculating any Service Deduction only and for the purposes of other contractual mechanisms pursuant to the Agreement only the Under Performance Points related to the relevant Contract Year shall apply. An illustrative worked example (in accordance with paragraph 2.4) is as follows: if a Super KPI has an allocation of thirty (30) Under Performance Points for each Contract Year but is not measured for the first time until Year 3 then in Year 3 there will be ninety (90) Under Performance Points available for the calculation of the Service Deduction but only thirty (30) Under Performance Points shall be available for other contractual mechanisms pursuant to the Agreement. The Under Performance Points Threshold as set out in paragraph 4.4 of this Schedule shall be reduced by the amount of the carried forward Under Performance Points in the Contract Years when the KPI or Super KPI is not measured, and increased by the number of Under Performance Points carried forward in the Contract Years when it is measured.

4.4 The Under Performance Points Threshold is the total monetary value of the Under Performance Points that the Service Provider places at risk within this Payment Mechanism each and every Contract Year and this shall not exceed the sum of ten per cent (10%) of the Annual Guaranteed Contract Price multiplied by the Indexation Adjustment. This figure will be pro-rated for the first Contract Year and last Contract Year of the Contract Period according to the number of Service Charge Payment Periods which fall within the Contract Period in those years as these are part years. Further there shall be an individual cap on the total monetary value of the Under Performance Points that the Service Provider places at risk for each service area for each Contract Year, and this shall be equal to the total value of the Under Performance Points available to each

service area, as set out in Part B of Schedule 2 (Output Specifications, KPIs and PIs).

- 4.5 If additional Services are incorporated into the Agreement at a future date then the Under Performance Points Threshold will be increased by an amount agreed between the Parties at that time and new KPIs and Under Performance Points incorporated into the Payment Mechanism as part of the change that is agreed by the Strategic Partnership Board to incorporate the further Services.
- 4.6 The total amount placed at risk by the Service Provider in the Payment Mechanism, the Under Performance Points Threshold, is then divided by the total number of Under Performance Points that are available (as stated in paragraph 4.3) to determine the financial value of each Under Performance Point.
- 4.7 The Parties may agree during the annual review and planning processes set out in paragraph 11 of this Schedule (Review of KPIs and PIs) that more or fewer Under Performance Points may be available in total in the Payment Mechanism, and then the financial value of each Under Performance Point will be recalculated accordingly using the method set out in paragraph 4.6 of this Schedule.
- 4.8 The measured performance of the Service Provider against each KPI will be categorised in one of four bandings as identified below and set out in further detail in the Appendices to this Schedule.
- 4.8.1 over performance
- 4.8.2 on-target performance
- 4.8.3 3 bands of underperformance (these are set out in the KPI tables in Part B of Schedule 2 (Output Specifications, KPIs and PIs) under the column headings "Under performance band 1", "Under performance band 2" and "Under performance band 3" along with the percentage of the total deduction available to apply in the corresponding "Under performance band X - deduction %" column)
- 4.8.4 Critical Underperformance (as set out in the KPI tables in Part B of Schedule 2 (Output Specifications, KPIs and PIs) under the column heading "Critical Underperformance")
- 4.9 Subject to the other provisions of paragraph 4 and 7.2 of this Schedule, where the measured performance of the Service Provider meets or exceeds the Over Performance Target as shown in the Over Performance Target column of the tables in Part B of Schedule 2 (Output Specifications, KPIs and PIs), the Service Provider may earn Under Performance Credit Points, equal to 50% of the available Under Performance Points available for that KPI as set out in the tables in Part B of Schedule 2 (Output Specifications, KPIs and PIs), noting that for

some KPIs no Under Performance Credit Points will be available as no Over Performance Target will be set (as shown in the column in Part B of Schedule 2 (Output Specifications, KPIs and PIs) headed "Over performance target?"). These may be offset against Under Performance Points incurred in the same period up to a maximum of 50% of the Under Performance Points suffered in that month.

- 4.10 If within a month no Under Performance Points have accrued then there will be no accrual of Under Performance Credit Points.
- 4.11 Under Performance Credit Points will either not be awarded or will only be awarded to the extent that any improvement in Service performance arises from further Services funded in part or in full, by the Authority, that has had the additional effect of improving Service, and this effect was not incorporated into the appropriate Payment Mechanism review thereby adjusting the KPIs.
- 4.12 Where the measured performance falls within the on-target performance banding, no Under Performance Credit Points or Under Performance Points will be earned or incurred.
- 4.13 Where the measured performance falls within one of the 3 bands of underperformance set out in the appendices this will constitute a Service Failure and the Service Provider will incur Under Performance Points as set out in the respective column of the table in Part B of Schedule 2 (Output Specifications, KPIs and PIs).
- 4.14 Where the measured performance falls within the Critical Underperformance band then the Service Provider shall incur Under Performance Points as set out in the column headed "Under performance band 3" of the table in Appendix 1 E (Operational KPI and PI Tables) and in addition the Authority shall be entitled to make a deduction from the Periodic Service Payment up to but not exceeding (taking into account any deductions for Under Performance Points) the amount of service charge allocated on the basis of the Under Performance Points allocation to that KPI. This will be calculated on the basis of the total Annual Service Charge divided by 1000 and multiplied by the number of Under Performance Points allocated to that KPI.
- 4.15 The Service Deduction for any given Service Charge Payment Period equals the total number of Under Performance Points accrued in the Service Charge Payment Period minus any Under Performance Credit Points accrued in the Service Charge Payment Period that may be deducted as set out in paragraph 4.9 of this Schedule, the result of which is multiplied by the value of each Under Performance Point as set out in paragraph 4.6 of this Schedule.
- 4.16 Where there has been a Service Failure the Service Provider is required to provide a Rectification Plan to the Authority within ten (10) Business Days of the

Service Failure for Operational KPIs and Policy KPI, and within twenty (20) Business Days for Super KPIs and Operational KPIs with an annual reporting frequency, (unless agreed otherwise by the Authority in writing). Where the Service Failure relates to an Operational KPI with a reporting frequency which is more frequent than annual (which includes quarterly and monthly) the Authority shall notify the Service Provider whether it approves the Rectification Plan (such approval not to be unreasonably withheld provided always that the Authority shall be entitled to withhold approval where in the Authority's reasonable opinion the duration, solution and/or any other consequence of the Rectification Plan: (i) may adversely affect the Services; (ii) is not likely to rectify the Service Failure; or (iii) may result in Direct Losses for the Authority or any Authority Related Party or adversely affect other Authority services or contracts). Where the Service Failure relates to a KPI with a monitoring period that is more frequent than annual (including weekly, monthly, quarterly and six monthly monitored KPIs) if the Rectification Plan is accepted by the Authority then during the period of the Rectification Plan the Under Performance Points will not be awarded for the same Service Failure, however Under Performance Points will be awarded for the original failure that led to the need for the Rectification Plan. For Service Failures related to KPIs with a reporting frequency that is annual or less frequent and for Service Failures related to Super KPIs then Under Performance Points shall be applied as they would have been had no Rectification Plan been submitted.

- 4.17 Where the Service Provider fails to rectify the Service within the period agreed within the Rectification Plan, pursuant to paragraph 4.16 of this Schedule in accordance with the Rectification Plan, then the Service Provider shall propose a further, second Rectification Plan and in this case the Authority shall be awarded all Under Performance Points that would have resulted from failure during the initial rectification period (applying the ratchet set out in the table in paragraph 4.19 as appropriate). If the second Rectification Plan is accepted by the Authority then during the further rectification period that is then proposed in the second Rectification Plan Under Performance Points will not be awarded for the same Service Failure where it relates to a KPI with a monitoring period that is more frequent than annual (including weekly, monthly, quarterly and six monthly monitored KPIs). For Service Failures related to KPIs with a reporting frequency that is annual or less frequent and for Service Failures relating to Super KPIs then Under Performance Points shall be applied as they would have been had no second Rectification Plan been submitted. Where the Service Provider fails to rectify the Service Failure within the period agreed within the second Rectification Plan pursuant to this paragraph 4.17 of this Schedule, then the Authority shall be awarded all Under Performance Points that would have resulted from a Service Failure during the initial rectification period (applying the ratchet set out in paragraph 4.19 as appropriate).

- 4.18 Where the Service Provider fails to rectify the service within the period agreed within the second Rectification Plan, pursuant to paragraph 4.17 of this Schedule, then the Service Provider may propose a further Rectification Plan and in this case the Authority shall be awarded all Under Performance Points that would have resulted from failure during the initial and second rectification period. The Authority may accept or reject this further Rectification Plan at its absolute discretion regardless of the reasonableness of so doing and need not justify its decision to accept or reject the plan in any way.
- 4.19 Where a Service Failure has occurred and no Rectification Plan has been agreed then (either because the Service Failure is not subject to a Rectification Plan or because the Parties cannot agree a Rectification Plan) or if the Service Provider has failed to comply with the Rectification Plan within the timescales set out in the Rectification Plan subject to paragraphs 4.16 and 4.17 above, the Under Performance Points incurred in each subsequent period will increase as shown in the table below, provided always that the cap in paragraph 4.3 shall never be exceeded.

KPI Monitoring Period	Monthly or more frequent	Quarterly	Six Monthly	Annual or less frequent
1st Service Failure	70% of total available Under Performance Points incurred	100% of total available Under Performance Points incurred	100% of total available Under Performance Points incurred	100% of total available Under Performance Points incurred
2nd Service Failure if successive to 1 st Service Failure	100% of total available Under Performance Points incurred	100% of total available Under Performance Points incurred	125% of total available Under Performance Points incurred	150% of total available Under Performance Points incurred
3rd and any subsequent successive Service Failures	150% of the Under Performance Points incurred in the previous monitoring period.	150% of the Under Performance Points incurred in the previous monitoring period.	150% of the Under Performance Points incurred in the previous monitoring period.	150% of the Under Performance Points incurred in the previous monitoring period.

Worked example (in accordance with paragraph 2.4):

Assumptions for example:

Each Under Performance Point = [REDACTED]

The KPI has an allocation of 10 Under Performance Points, and it is measured monthly.

The KPI fails 5 times consecutively.

	Each year	Each month	Failure 1	Failure 2	Failure 3	Failure 4	Failure 5	Total
		Ratchet	Minus 30%	0	Plus 50%	Plus 50%	Plus 50%	
Points	10	0.83	0.58	0.83	1.25	1.88	2.81	7.35
£ value	[REDACTED]							[REDACTED]

4.20 The Authority may, at its sole discretion, determine whether the Under Performance Points accumulated in any period will or will not be used to calculate a Service Deduction, and in the absence of written confirmation from the Authority to the Service Provider that they will not be used to calculate a Service Deduction then they shall be. The size of any Service Deduction that is enforced will then be the net number of Under Performance Points awarded in the relevant period multiplied by the financial value of an Under Performance Point that is calculated in accordance with paragraph 4 of this Schedule. Service Deductions shall be payable pursuant to paragraph 18A and shall be invoiced by the Authority to the Service Provider in accordance with Clause 32.12 of the Agreement in the month following the reported and confirmed Service Failure. Where the Service Failure is disputed the provisions of clause 32 shall apply.

4.21 The provisions of Part 7 of the Agreement (Payment and Audit Provisions) shall apply in respect of applying the Service Deductions to the invoicing regime.

4.22 No Under Performance Points will be associated with or allocated to PIs and no Service Deductions will therefore be applicable in respect of PIs.

5. **Truing Up and Relief from Co-operation Agreement dependencies during the first three months of Term**

5.1 For any Operational KPIs and PIs that have been identified in the Part B of Schedule 2 (Output Specifications, KPIs and PIs) as being subject to truing up as indicated by the word 'Yes' in the column entitled 'Subject to truing up' then the following provisions shall apply:

5.1.1 Where during the first three months following the Service Transfer Date any Service Failure falls within the 2nd or 3rd underperformance band or the over performance band set out in Appendix 2 (Operational KPI and PI Tables) the Service Provider shall present to the Authority a statement in writing setting out why it believes the performance was

in these bands and shall include a proposal which addresses the following:

- a) If it is possible for the Service Provider to achieve the existing target level of KPI performance, and the proposed date by which it will achieve the target level. If this is considered possible it should present a Rectification Plan which will be subject to the normal provisions for Rectification Plans set out in paragraph 4 of this Schedule
- b) If it is possible for the Service Provider to achieve the existing target level of KPI performance if some reprioritisation is made of other KPIs, then the Service Provider should detail its proposals for such reprioritisation
- c) If it is not possible to achieve the target level of KPI performance then the Service Provider should propose the new targets for the Authority to consider

5.1.2 Following presentation of the written statement set out in paragraph 5.1.1 of this Schedule the Authority shall consider the proposals and shall meet with the Service Provider within 10 Business Days to reach mutual agreement with the Service Provider on which option to take including in this discussion any additional proposals the Authority may wish to consider (provided that any such agreement must be in writing by both Parties and within five (5) Business Days of such meeting). In the event of a failure to agree at this meeting and agree in writing then the accrual of deductions and points shall apply as per the original targets and the Dispute Resolution Procedure set out in the Agreement shall apply.

5.1.3 In relation to KPIs that are measured on an annual basis, the Truing up period may span the length of one year from the Service Transfer Date. In such cases the Service Provider shall follow the provisions of 5.1 to 5.1.2 inclusive, but shall commence such actions at the earliest possible opportunity on becoming aware of the likely underperformance of the annual KPI.

5.2 Appendix D of this Schedule sets out those KPIs which the Service provider and Authority agree are influenced by the performance of the NSCSO Provider. In respect of such KPIs the Authority and Service provider agree that for a period of three (3) months from the Service Transfer Date that the performance targets of such KPIs shall be deemed to have achieved on target performance in accordance with paragraph 4.8.2 of this Schedule if the actual performance of the Service Provider is above under performance band 2 for those KPIs.

6. Performance Ratchet

- 6.1 The Performance Target for any KPI or PI shall be deemed automatically updated and increased annually on the anniversary of the Service Transfer Date as set out in the Performance Ratchet column of the KPI tables in Part B of Schedule 2 (Output Specifications, KPIs and PIs).
- 6.2 For some KPIs and PIs there is no automatic annual Performance Target increase specified in the Performance Ratchet column of the tables in the Appendices to this Schedule in which case the Performance Target will not be adjusted by the provisions of this paragraph 6 (Performance Ratchet).
- 6.3 The effect of the Performance Ratchet is to increase the Performance Target and is cumulative. The previous Contract Year's Performance Target as increased by the Performance Ratchet becomes the new Performance Target.

7. Super KPIs

- 7.1 Certain of the desired outcomes of this Agreement are deemed to be of such significant importance that the Authority and the Service Provider have agreed that a specific performance deduction will be payable by the Service Provider to the Authority if the Service Provider fails to achieve the agreed target. These desired outcomes to which specific performance deductions apply are Super KPIs, the total number of Under Performance Points allocated to Super KPIs is shown in paragraph 4 of this Schedule. The criteria for success in achieving the agreed targets, and allocation of the Under Performance Points to the individual Super KPIs, are as identified in Part B of Schedule 2 (Output Specifications, KPIs and PIs).
- 7.2 In accordance with clause 4.16 above, the provision of a Rectification Plan for a Service Failure in relation to a Super KPI shall not prevent Under Performance Points applying.

8. Policy KPIs

- 8.1 Policy KPIs are set out in Part B of Schedule 2 (Output Specifications, KPIs and PIs).

9. Excusing Causes and Relief Events

- 9.1 No deduction or partial deduction may be made and no Under Performance Points will be accrued or Service Deduction applied if and to the extent that, it has been demonstrated to the reasonable satisfaction of the Authority that the relevant Service Failure and breach is a direct result of an Excusing Cause in accordance with clause 43.12 of this Agreement.

9.2 Nothing shall affect any entitlement of the Authority to make deductions or any deductions made as a result of the operation of the Payment Mechanism during the period in which the Relief Event is subsisting. Subject to relief from termination under clauses 49 (Persistent Breach and Service Provider Default Capable of Remedy) and 52 (Termination on Authority Default) pursuant to clause 43.1 (Relief Events), Under Performance Points shall be accrued during the period in which the Relief Event is subsisting for use in other contractual mechanisms pursuant to the Agreement and the Payment Mechanism including triggers for step-in by the Authority in accordance with clause 42 (Authority Step-In).

10. Performance reporting

10.1 Performance monitoring and reporting shall be as set out in Schedule 13 (Monitoring Procedure) to this Agreement.

11. Review of KPIs and PIs

11.1 The Service Provider shall review the Service Levels and KPIs in accordance with the terms of the Agreement.

11.2 Notwithstanding paragraph 11.1 above the Authority shall review KPIs and PIs at least on an annual basis and may propose removal or modification of existing KPIs and PIs, the related Under Performance Points allocated, and the performance targets associated with these. It may also propose addition of new KPIs or PIs. Such removals, modifications or additions to be agreed by the Parties at the time, such agreement not to be unreasonably withheld.

11.3 Notwithstanding the provisions of paragraph 11.1 of this Schedule, the Authority may at its discretion promote a Performance Indicator to be a Key Performance Indicator applying a weighting of its choice up to a maximum of 20% of the Under Performance Points available for that service as identified in paragraph 4 of this Schedule (relative to the existing KPIs and in accordance with the provisions of paragraph 4 of this Schedule, and therefore leading to a reallocation of Under Performance Points available to other KPIs) in the event of a Performance Indicator being failed (i.e. categorised in a band other than Over-Performance or On-target Performance) for two (2) successive measurement periods for reasons other than those which would constitute a valid Excusing Cause. The Authority shall notify the Service Provider if it is promoting a Performance Indicator to a Key Performance Indicator pursuant to this paragraph and such Performance Indicator shall be deemed to be automatically updated in this Agreement accordingly.

11.4 Where in relation to any PIs the parties have not agreed a baseline Service Performance Level, Target, Under Performance Bands, or any other standard PI details as shown in the KPI and PI template, and documented the same in Part B

of Schedule 2 (Output Specifications, KPIs and PIs), then both parties shall use all reasonable endeavours to agree such details in writing by Service Transfer Date. In the event of a failure to agree such details or any other mutually acceptable and documented outcome for each PI by the Service Transfer Date then the Authority may provide its preferred PI details to the Service Provider in writing (the **Deadlock PI Details**). The Service Provider may, acting reasonably, challenge any such Deadlock PI Details through the Dispute Resolution Procedure within twenty (20) Business Days after which period, if the Service Provider has not so referred the Deadlock PI Details to the Dispute Resolution Procedure, the Deadlock PI Details shall be deemed to have been accepted by the parties and shall have full effect under this Agreement.

12. Final Year

12.1 During the final Contract Year (be it as a result of termination at the end of the full or extended term, or as a result of an earlier termination) of the Agreement this Payment Mechanism shall continue to apply.

12.2 Where the full implementation of a Rectification Plan is not possible before the end of the Agreement then all Under Performance Points will be applied as though no Rectification Plan were possible. Notwithstanding this, a Rectification Plan should still be prepared and the Authority and the Service Provider will agree, through discussions at the Strategic Partnership Board, whether it is appropriate for the Service Provider to commence implementation of some aspects of the Rectification Plan. In such a case the Authority may agree for a reasonable percentage of the Under Performance Points to be waived in recognition of these efforts.

12.3 Where the measurement period for a KPI continues beyond the end of the Agreement then the Service Provider shall be required to estimate the likely outturn performance against the KPI in question and to provide to the Authority full details of this estimate.

12.4 Any agreed outstanding Service Deductions that are payable by the Service Provider to the Authority at the end of the Agreement will be settled through the Service Provider's Reconciliation Payment.

12A Nature of Service Deductions

The Service Provider confirms that it has taken the risk of Service Deductions into account in agreeing the level of the Annual Service Charge. Both Parties agree that the Service Deductions are a reasonable method of price adjustment to reflect poor performance.

The Service Provider shall set-off the value of any Service Deductions against the appropriate invoice in accordance with the calculation in paragraphs 4 and 14.1.5 (e) of this Schedule and clause 32 of the Agreement.

12B Allocation of the Service Charge

12B.1 Where the Annual Service Charge for the next Contract Year (n) is shown in the Financial Proforma set out in cells G482 to AN 482 inclusive as an annual sum then three months before the start of the relevant Contract Year n, the Service Provider shall discuss with the Authority and propose the invoicing allocation of the Annual Service Charge (SCn, as calculated under paragraph 20.1 of this Schedule) for each Service Charge Payment Period in Contract Year n.

12B.2

12B.2.1 If the Authority acting reasonably agrees the proposed allocation of the Annual Service Charge (SCn), such allocation shall constitute the Periodic Proportion;

12B.2.2 If the Authority does not agree the proposed allocation then there will be an allocation of the Annual Service Charge for Contract Year n into four (4) equal payments (one per Service Charge Payment Period) over the relevant Contract Year (or if there are less than four Service Charge Payment Periods in the Contract Year, into the number of Service Charge Payment Periods in such Contract Year) and such allocation shall constitute the Periodic Proportion; or

12B.2.3 For Contract Years one (1) and two (2) the allocation of the Annual Service Charge set out in cells G482 to AN 482 inclusive of the Financial Proforma shall apply unless otherwise agreed by the Parties, and such allocation shall constitute the Periodic Proportion.

12C Allocation of the Guaranteed Income

12C.1 In relation to the Guaranteed Income for the next Authority financial year (n), three months before the start of the relevant Authority financial year n, the Service Provider shall discuss with the Authority and propose the allocation of the Guaranteed Income for each Guaranteed Income Payment Period in the Authority financial year n.

12C.2 If the Authority does not agree the proposed allocation then there will be an allocation of the Annual Service Charge for Authority financial year n into four (4) equal payments (one per Guaranteed Income Payment Period) over the relevant Authority financial year (or if there are less than four Guaranteed

Income Payment Periods in the Authority financial year, into the number of Guaranteed Income Payment Periods in such Authority financial year).

13. Financial Proforma

- 13.1 A copy of the Service Provider's completed Financial Proforma is set out in Appendix I of this Schedule.
- 13.2 Within this Financial Proforma the cost of the services and minimum income amounts are set out and these are key terms and obligations of this Agreement (provided always that the Periodic Service Payment is calculated in accordance with paragraph 19 of this Schedule).

14. Pricing and Invoicing Structure

14.1 Invoice One

- 14.1.1 Invoice One means the invoice issued under clause 32.1.2 of this Agreement.
- 14.1.2 There shall be an invoice issued on a quarterly basis in accordance with clause 32.1.2 of the Agreement: Invoice One.
- 14.1.3 Invoice One shall be in relation to the Annual Service Charge, which shall be paid by means of a Periodic Service Payment set out in the "Billing Schedule" tab within the Financial Model attached at Appendix J which is subject to indexation and other adjustment in accordance with the calculation in paragraph 20 of this Schedule. Full analysis and support of the Annual Service Charge is set out in the Financial Proforma
- 14.1.4 Agreed deductions and credits may at the Authority's discretion be applied against the Invoice One payment in accordance with clause 32.1.4 of this Agreement
- 14.1.5 The Service Provider shall issue a report in relation to Invoice One in accordance with clause 32.1.2 of this Agreement. The form of this report shall be agreed by the parties. Such report shall include:
- (a) the Periodic Service Payment owing by the Authority to the Service Provider;
 - (b) individually, each item taken into account in calculating the Periodic Service Payment pursuant to paragraph 19 of this Schedule;
 - (c) any VAT payable by the Authority in respect of the Periodic Service Payment;

- (d) breakdown by Service of the volumes of activity for the Paid for User Paid for Services and the relevant unit charges in accordance with Appendix A of this Schedule;
- (e) in respect of the Invoice One, any Service Deductions, any other deductions in respect of guaranteed sums as referred to Paragraph 16 and other deductions due to the Authority in relation to the previous Service Charge Payment Period;
- (f) any other sums payable by the Authority to the Service Provider under this Agreement which have fallen due prior to the date of the invoice, including disbursements and other similar payments, where applicable;
- (g) any sums falling due from the Authority to the Service Provider pursuant to a Change
- (h) supporting evidence in relation to such amounts including:
 - (i) the Quarterly Performance Review;
 - (j) the Authority's cost code and purchase order number in relation to the services (unless such information is not required by the Authority);
- (k) evidence of amounts payable by the Authority pursuant to the Hendon Cemetery and Crematorium Construction Contract during the previous Service Charge Payment Period (or similar period under the Hendon Construction Contract) including a report showing (a) the relevant payment notices, pay loss notices and final dates for payment for that Service Charge Payment Period and (b) an account showing the total amount paid to date pursuant to the Hendon Cemetery and Crematorium Construction Contract and (c) the contract sum pursuant to the Hendon Cemetery and Crematorium Construction Contract;
- (l) evidence of amounts paid by the Service Provider on behalf of the Authority in discharging the Authority's obligations to each Joint Employee attributable to the non-delegable functions, including salary and pensions contributions, together with evidence of amounts paid by the Service Provider in discharging the balance of each Joint Employee's entitlement under their contract of employment, including salary and pensions contributions;
- (m) a breakdown of all income received identifying and differentiating between income from each of the Paid For User Services, the CDP Initiatives and the Delegated Services;

- (n) any other evidence required by the Authority to enable it to verify any item included in Invoice One.

14.2 **Invoice Two**

- 14.2.1 Invoice Two shall be for payments due to the Service Provider in relation to Special Projects, amounts due as agreed under Schedule 15 (Special Projects Approval Procedure) of this Agreement;
- 14.2.2 The report issued with Invoice Two under clause 32.2.3 of this Agreement shall be in a form agreed by the parties and shall include:
 - Details of the work or services completed;
 - Value of the invoice;
 - Details of the phase being charged;
 - Details of the Authority sign off; and
 - The Authority's cost code under which the work has been requested.

14.3 **Payment Three**

- 14.3.1 Payment Three means:
 - (a) the invoice issued by the Service Provider under clause 32.2A of this Agreement; or
 - (b) the amount payable by the Service Provider to the Authority

in accordance with the provisions of paragraphs 14.3 and 28 of this Schedule.
- 14.3.2 Payment Three shall be payable in respect of every Guaranteed Income Payment Period.
- 14.3.3 Payment Three shall be in relation to the Income Payment, which shall be paid by the Authority to the Service Provider, or by the Service Provider to the Authority (as applicable), by means of a separate payment (subject to indexation) in accordance with the calculation in paragraph 28 of this Schedule.
- 14.3.4 Where the result of the formula in paragraph 28 is a negative value, the Service Provider shall issue an invoice to the Authority for such amount in accordance with the provisions of clause 32.2A of this Agreement.

14.3.5 Where the result of the formula in paragraph 28 is a positive value, the Service Provider shall pay such amount directly to the Authority within ten (10) Business Days of the provision of the report referred to in clause 32.2A.3 in accordance with clause 32.2A.5.

14.3.6 Within five (5) Business Days of the start of each Service Charge Payment Period and within five (5) Business Days of the start of each Guaranteed Income Payment Period, the Service Provider shall issue a report in relation to the Income Payment in the previous Service Charge Payment Period or Guaranteed Income Payment Period respectively. The form of these reports shall be agreed by the parties. Such reports shall include:

- (a) the value of the Income Payment:
 - (i) payable by the Authority to the Service Provider (where the result of the formula in paragraph 28 is a negative value); or
 - (ii) payable to the Authority by the Service Provider (where the result of the formula in paragraph 28 is a positive value);
- (b) individually, each item taken into account in calculating the Income Payment pursuant to paragraph 28 of this Schedule;
- (c) any VAT payable by either Party in respect of the Income Payment;
- (d) supporting evidence relating to the data used to calculate any Efficiency Adjustment, Reward Payment and/or Additional Service Provider Costs Payment;
- (e) the value and details relating to any refunds due to customers in respect of Paid for User Services and Delegated Services;
- (f) supporting evidence in relation to such amounts including:
 - (i) income reports;
 - (ii) where applicable, the Authority's cost code and purchase order number in relation to the services (unless such information is not required by the Authority);

- (g) breakdown by service of the volumes of activity for the Paid for User Services and relevant charges in accordance with Appendix A of this Schedule;
- (h) any other evidence required by the Authority to enable it to verify any item included in the report; and
- (i) a breakdown of Additional Service Provider Costs incurred in each Guaranteed Income Payment Period providing sufficient information to enable the Authority to ascertain whether such costs are reasonable, proportionate and directly attributable to the amount by which the Actual Income Received in the relevant Guaranteed Income Payment Period is greater than the Guaranteed Income (as indexed)
- (j) a breakdown of any Delegated Services Costs incurred in each Guaranteed Income Payment Period providing sufficient information to enable the Authority to ascertain whether such costs are reasonable, proportionate and directly attributable to delivery of the Delegated Services in the relevant Guaranteed Income Payment Period
- (k) an itemised list of cash recovered for Bad Debts and paid into the nominated Authority bank account, including dates and amounts
- (l) a breakdown of any costs incurred in relation to CDP Initiatives in each Guaranteed Income Payment Period providing sufficient information to enable the Authority to ascertain whether such costs are reasonable, proportionate and directly attributable to delivery of the CDP Initiatives in the relevant Guaranteed Income Payment Period

14.4 The Authority shall pay all elements of the Annual Service Charge in accordance with this Schedule and Part 7 of the Agreement (Payment and Audit Provisions).

14.5 The Service Provider shall notify the Authority at the earliest opportunity of any customer entitlement to refunds for Services invoiced by the Authority prior to the Service Transfer Date but due for refund due to the Authority's failure to deliver, setting out the reasons for the entitlement, the amounts due for refund, and any other details necessary to support the refund transaction to be undertaken by the Authority.

14.6 The Service Provider shall provide appropriate refunds due to customers in respect of any services invoiced following the Service Transfer Date.

14.7 All payments made to the Service Provider by the Authority pursuant to this Agreement shall be made electronically through the Banking Automated Clearing System (BACS) or other such means as agreed between the Parties.

15. Service Deduction Reporting and Dispute

15.1 The calculation of Service Deductions pursuant to clause 4.20 shall be reported in accordance with Schedule 13 (Monitoring Procedure) and included in the Monthly Performance Report. The Monthly Performance Report shall be presented to the Authority at the contract review meeting of the Partnership Operations Board which takes place each calendar month.

15.2 Where Service Deductions are not agreed at the contract review meeting (and are not agreed in writing by both Parties promptly following such meeting) then any necessary actions agreed at the contract review meeting will be undertaken by the Service Provider and the Authority and the Service Provider and Authority shall promptly hold a further contract review meeting to try and agree such Service Deductions (such Service Deductions must be agreed in writing by both Parties promptly following such meeting). If the contract review meeting is not held within ten (10) Business Days the Authority may invoice the Service Provider for the Service Deductions.

15.3 If, following two (2) consecutive meetings of the contract review meeting (or following one meeting, if the second meeting is not held prior to the date on which the Authority is due to pay the Periodic Service Payment) the Authority and the Service Provider cannot agree in writing on whether or not deductions should apply, then the Authority may invoice the Service Provider for the Service Deductions for the amount concerned while the contract review meeting continues to determine whether the Service Deduction is valid. In the event of a failure to agree within 30 days, then the Dispute Resolution procedure set out in the Agreement shall apply.

16. Payment of Income, Guaranteed Income and Annual Guaranteed Contract Price

16.1 The Service Provider shall be responsible for collecting Income in relation to Paid for User Services and Delegated Services. The Service Provider shall be responsible for requisitioning invoices for and collecting amounts of Income under the Agreement in relation to the Paid for User Services and Delegated Services which it shall ensure are paid directly to the Authority by paying it directly into the Authority's nominated bank account(s).

16.2 The Service Provider shall be responsible for collecting all Income, fees and other payments and all monies received from grants or other funding awards on the Authority's behalf and such amounts will be paid directly into the Authority's nominated bank account(s), where it has the necessary authority to do so. Where the Service Provider acting as the Authority's agent does not have the necessary authority, the Service Provider shall notify the Authority of the requirement of the Authority to arrange necessary collections.

16.3 The Service Provider shall on a monthly basis provide to the Authority a statement related to the payment made to the Authority, this shall comply with the requirements in Part 7 (Payment and Audit Provisions) of this Agreement and paragraph 14 (Pricing and Invoicing Structure) of this Schedule and shall include but shall not be limited to the following information:

16.3.1 the total amount of Actual Income Received to date;

16.3.2 the total amount of Actual Income Received in that Service Charge Payment Period; and

16.3.3 the total amount of Guaranteed Income paid to the Authority.

17. **Indexation**

17.1 The Indexation Adjustment shall be calculated on the basis of the difference in the Employment Price Index and Non-Employment Price Index between the month in which the Base Date falls and the relevant month in the Contract Year n (the 'Indexation Adjustment') in accordance with the formula set out in paragraph 17.4 of this Schedule.

17.2 On 1 April 2014 and annually thereafter the relevant elements of the Annual Service Charge and the Schedule of Rates shall be adjusted by the change in the Employment Price Index or Non-Employment Price Index in accordance with the formula set out in paragraph 17.4 and 20.1 of this Schedule.

17.3 The Service Provider will provide the Authority with its estimate of the Employment Price Index and the Non Employment Price Index for the following Contract Year as soon as practicably possible following the release of the relevant indices. Where the indices are not published in the public domain then the Service Provider will arrange for the Authority to access an auditable record of the index.

17.4 Formula:

$$EIA = EIn / EIo$$

where:

EIA means the Employment Indexation Adjustment

EIn means the prevailing Employment Price Index at 1 April in Contract Year n

EIo means the Employment Price Index for the month in which the Base Date falls

$$NEIA = NEIn / NEIo$$

where:

NEIA means the Non Employment Indexation Adjustment

NEIn means the prevailing Non-Employment Price Index at 1 April in Contract Year n

NEIo means the Non-Employment Price Index for the month in which the Base Date falls

Worked example (in accordance with paragraph 2.4):

Employment Indexation Adjustment Worked Example (in accordance with paragraph 2.4)

Assumptions:

$$EIo = \text{[redacted]} = 100 \text{ [redacted]}$$

$$EIn = \text{[redacted]} = 101$$

Calculation:

$$EIA = EIn / EIo. \quad \text{Therefore } EIA = 101/100$$

$$\text{Therefore } EIA \text{ in this example} = 1.01$$

Non Employment Indexation Adjustment Worked Example (in accordance with paragraph 2.4)

Assumptions:

NEIo = CPI at base date = 127.5

NEIn = CPI at Indexation Date = 130.0

Calculation:

NEIA = NEIn / NEIo. Therefore NEIA = 130/127.5

Therefore NEIA in this example = 1.019608

18. Capital Contribution

18.1 The capital contribution of [REDACTED] made by the Service Provider as shown in sheet D3 Investment Financial Model set out in Appendix J to this Schedule and shall be payable by the Authority to the Service Provider in accordance with clause 32.11 of the Agreement.

18A Service Deduction Payment by the Service Provider

The Service Provider shall pay to the Authority the Service Deductions applied pursuant to paragraph 4.20 of this Schedule in accordance with clause 32.12 of the Agreement.

19. Calculation of the Periodic Service Payment

19.1 Subject to paragraph 33 in relation to the Reconciliation Payment, the Periodic Service Payment in respect of a Service Charge Payment Period being Service Charge Payment Period n in a Contract Year (Contract Year n) shall be calculated in accordance with the following formula:

19.2 $PSP = PSCn$

Minus:

- CCP
- CDPRP
- OSOA
- NCO

- SPAP

Plus or minus:

- PenAdj
- PenAdj2
- EmAdj1
- VA

Where:

- PSP** means the Periodic Service Payment for a Service Charge Payment Period (being Service Charge Payment Period n).
- PSCn** means for Service Charge Payment Period n the Periodic Proportion of the Annual Service Charge for the Contract Year n.
- VA** means the Volume Adjustment relating to the previous Quarter which is applied in the first Service Charge Payment Period following the end of the previous Quarter in accordance with paragraphs 22.6 and 22.7.
- PenAdj** means the Pensions Cost Modelling Adjustment relating to the previous Contract Year (n-1) which is applied in the first Service Charge Payment Period of Contract Year n in accordance with paragraph 23.1.
- PenAdj2** means the LGPS Employer Contribution Rate Adjustment (where applicable) and which shall be applied in the Service Charge Payment Period following the change in the contribution rate payable under the Admission Agreement.
- EmAdj1** means the Employee Information Adjustment which shall be applied in the Service Charge Payment Period set out pursuant to paragraph 24.2.
- NCO** means the NSCSO Cost Obligation Adjustment relating to Service Charge Payment Period (n) which is applied in the first three Service Charge Payment Periods following Service Transfer Date in accordance with paragraph 25.
- OSOA** means Other Set Off Amounts.
- CCP** means the Construction Contract Payment.

CDPRP means the Commercial Development Plan and Service Provider Commitments Remedy Payment where applicable in accordance with paragraph 26.

SPAP means the Service Provider Adjustment Payment where applicable in accordance with paragraph 27A

20. **Annual Service Charge and Periodic Proportion**

20.1 The Annual Service Charge for a Contract Year shall be calculated on the Service Transfer Date and on each 1 April thereafter in accordance with the following formula:

$$SCn = SCB + (SCE \times EIA) + (SCNE \times NEIA)$$

where

SCn means the Annual Service Charge for the relevant Contract Year n

SCE means the fixed price elements for the Services which is the amount shown in Operational Employment Costs element of the price identified within the Financial Proforma 1 in columns G to AN inclusive on rows 224, 238, 252, 266, 280, 294, 308, 322, 336, 350, 364 and 378.

SCNE means the fixed price elements for the Services which is the amount shown in non employment costs element of the price identified within the Financial Proforma 1 columns G to AN inclusive on rows 18 to 473 inclusive, excepting those rows which are subject to Employment Price Index above and Inflation Exempt Costs below

SCB means the Inflation Exempt Costs

EIA means after 1 April 2014, the Employment Indexation Adjustment

NEIA means after 1 April 2014, the Non-Employment Indexation Adjustment

20.2 The Periodic Proportion of the Annual Service Charge shall be the allocation of payment for each Service Charge Payment Period agreed under (or if not agreed, set under) paragraph 12B of this Schedule (PSCn).

21. **Not Used**

22. **Volume Trigger Payments**

22.1 Appendix G (Volumetric Pricing) to this Schedule sets out the volume of activity on which the Service Provider's Service pricing is based along with the agreed Tolerance Parameters within which the Service Provider shall be expected to manage its workload.

22.2 Where the reports and notifications submitted to the Authority pursuant to paragraph 22.3 of this Schedule show that the volumes detailed in Appendix G (Volumetric Pricing) are reasonably likely to exceed Tolerance Parameters indicated in Appendix G (Volumetric Pricing) then the Service Provider shall propose possible reprioritisation of the Services to enable the Service Provider to accommodate these changes without the need to increase the Periodic Service Payment. The Authority shall decide whether (a) it wishes the Service Provider to implement the proposed reprioritisation of the Services (at no additional cost to the Authority) (as a Service Provider Change where relevant) or (b) it wishes to pay the Service Provider for the additional volume of activity undertaken in accordance with paragraph 22.6. The Authority will however not enter into discussions on change or increases in price if the volume increases are due to the failure of the Service Provider.

22.3 The Service Provider shall provide Payment Quarterly reports detailing such volumes of activity which the Service Provider is experiencing in the performance of the Services and shall provide such evidence in support of such reported volumes as reasonably requested by the Authority. If it is reasonably likely that the volumes associated with potential adjustments in cost, as listed in Appendix G (Volumetric Pricing), will fall within Volume Increase A, Volume Increase B, Volume Decrease A, Volume Decrease B or are likely to exceed the upper threshold of Volume Increase B or the lower threshold of Volume Decrease B this shall be reported by the Service Provider to the Authority as soon as the Service Provider becomes aware of it. On receipt of any such report or notification the Authority may at its absolute discretion refer the matter to the Partnership Operations Board for discussion.

22.4 If it is reasonably likely that the volumes associated with potential adjustments in cost, as listed in Appendix G (Volumetric Pricing), will exceed the upper threshold of Volume Increase B and the Service Provider has notified the Authority of this pursuant to paragraph 22.3 and if the Service Provider wishes for the Periodic Service Payment to be increased beyond any increase implemented pursuant to paragraph 22.6 it shall request such increase by way of a Service Provider Change pursuant to Schedule 14 (Change Protocol) of this Agreement.

22.5 If it is reasonably likely that the volumes associated with potential adjustments in cost, as listed in Appendix G (Volumetric Pricing), will fall below the lower threshold of Volume Decrease B and the Service Provider has notified the Authority of this pursuant to paragraph 22.3 or the Authority reasonably believes this to be the case the Authority may propose a decrease in the Periodic Service Payment beyond any decrease implemented pursuant to paragraph 22.7 by way of an Authority Change pursuant to Schedule 14 (Change Protocol) of this Agreement.

22.6 If the Authority decides under paragraph 22.2 that it does not want to implement a reprioritisation of the Services and it wishes to pay the Service Provider for the additional volumes this paragraph 22.6 shall apply. The Authority shall not be required to pay for any additional volume of activity undertaken unless such activity falls within Volume Increase A or Volume Increase B. The Service Provider shall monitor and report movements in volumes in accordance with paragraph 22.3 and where over the previous Payment Quarter the volumes of activity for an activity set out in Appendix G (Volume Trigger Payments) are likely to fall within Volume Increase A or Volume Increase B (assuming they continue at the current rate of activity as evidenced by the previous Payment Quarter) for the relevant activity, then there shall be an adjustment to the Periodic Service Payment in favour of the Service Provider of the Volume Increase Amount A or Volume Increase Amount B for that activity in accordance with the formula in paragraph 22.8 (the Volume Increase Amount A or Volume Increase Amount B shall be deemed to be a positive number for the purpose of the calculation in paragraph 22.8).

22.7 The Service Provider shall monitor and report movements in volumes in accordance with paragraph 22.3 and where over a particular Payment Quarter the volumes of activity for an activity set out in Appendix G (Volume Trigger Payments) are likely to fall within (assuming volumes continue at the current rate of activity for the following three Quarters) Volume Decrease A or Volume Decrease B for the relevant activity, then there shall be an adjustment to Periodic Service Payment in favour of the Authority of the Volume Decrease Amount A or Volume Decrease Amount B for that activity in accordance with the formula in paragraph 22.8 (the Volume Decrease Amount shall be deemed to be a negative number for the purpose of the calculation in paragraph 22.8).

22.8 **Calculation of the Volume Adjustment**

Subject to paragraphs 22.1 – 22.7 and provided that the Authority has elected under paragraph 22.2 that it wishes to pay the Service Provider for additional services (and it has not elected to reprioritise the Services under paragraph 22.2), in the first Service Charge Payment Period after the Payment Quarter in which volumes fall within Volume Increase A or Volume Increase B or Volume Decrease A or Volume Decrease B (assuming they continue at the current rate of

activity as evidenced by the previous Payment Quarter) the Periodic Service Payment shall be subject to a Volume Adjustment (VA) to reflect the variance between the expected volumes of activity and the actual volumes of activity in the previous Payment Quarter. The Volume Adjustment shall be calculated in accordance with the following formula in which the sum of the Volume Decrease Amount A and Volume Decrease Amount B shall be deducted from the sum of the Volume Increase Amount A and Volume Increase Amount B:

$$VA = VIPa + VIPb - VDPa - VDPb$$

where

- VA** means the Volume Adjustment
- VIPa** means the sum of the Volume Increase Amount A (relevant to the activity) for each activity in relation to which a Volume Increase A occurs in a Contract Year
- VIPb** means the sum of the Volume Increase Amount B (relevant to the activity) for each activity in relation to which a Volume Increase B occurs in a Contract Year
- VDPa** means the sum of the Volume Decrease Amount A (relevant to the activity) for each activity in relation to which a Volume Decrease A occurs in a Contract Year
- VDPb** means the sum of the Volume Decrease Amount B (relevant to the activity) for each activity in relation to which a Volume Decrease B occurs in a Contract Year

22.9 The following definitions shall apply in relation to this paragraph 22:

Volume Increase Amount A means for each activity in the table in Appendix G (other than those referred to as "Policy Change" in the column headed "Suggested Volume Tolerance / Trigger"), a quarter of the sum set out in the table in Appendix G in the column headed "Price Revision 110 – 115%" relating to the relevant activity

Volume Increase Amount B means for each activity in the table in Appendix G (other than those referred to as "Policy Change" in the column headed "Suggested Volume Tolerance / Trigger"), a quarter of the sum set out in the tables in Appendix G in the column headed "Price Revision 115 – 120%" relating to the relevant activity

Volume Decrease Amount A means for each activity in the table in Appendix G (other than those referred to as "Policy Change" in the column headed "Suggested Volume Tolerance / Trigger"), a quarter of the sum set out in the

tables in Appendix G in the column headed "Price Revision 95 – 92.5%" relating to the relevant activity

Volume Decrease Amount B means for each activity in the table in Appendix G (other than those referred to as "Policy Change" in the column headed "Suggested Volume Tolerance / Trigger"), a quarter of the sum set out in the tables in Appendix G in the column headed "Price Revision 92.5 – 90%" relating to the relevant activity

Volume Increase A means for each activity in Appendix G (other than those referred to as "Policy Change" in the column headed "Suggested Volume Tolerance / Trigger"), volumes of the relevant activity in the previous Payment Quarter are 110 – 115% of the quarter of the base volumes (where the base volumes for the relevant activity are set out in the column in the table in Appendix G headed "Base Volumes")

Volume Increase B means for each activity in the table in Appendix G (other than those referred to as "Policy Change" in the column headed "Suggested Volume Tolerance / Trigger"), volumes of the relevant activity in the previous Payment Quarter are 115 – 120% of the quarter of the base volumes (where the base volume for the relevant activity are set out in the column in the table in Appendix G headed "Base Volumes")

Volume Decrease A means for each activity in the table in Appendix G (other than those referred to as "Policy Change" in the column headed "Suggested Volume Tolerance / Trigger"), volumes of the relevant activity in the previous Payment Quarter are 95% - 92.5% of the quarter of the base volume (where the base volumes for the relevant activity are set out in the column in the table in Appendix G headed "Base Volumes")

Volume Decrease B means for each activity in the table in Appendix G (other than those referred to as "Policy Change" in the column headed "Suggested Volume Tolerance / Trigger"), volumes of the relevant activity in the previous Payment Quarter less than 92.5 – 90% of the quarter of the base volumes (where the base volume for the relevant activity are set out in the column in the table in Appendix G headed "Base Volumes")

Volume Trigger Payments Worked Example (in accordance with paragraph 2.4)

Assumptions:

Only one of the volume bands in appendix G has exceeded a tolerance. That is for "Handle Environmental Health complaints".

Volumes of the relevant activity in the previous three consecutive Service Charge Payment Periods = 2,419. This assumes an increase in volume of 14% for the quarter i.e. $((\text{base volume of } 8,490 \times 1.14)/4)$

$$\text{VIPa} = \text{[REDACTED]} ((\text{Price Revision } 110\% - 115\% = \text{[REDACTED]} / 4)$$

$$\text{VIPb} = 0$$

$$\text{VDPa} = 0$$

$$\text{VDPb} = 0$$

Calculation:

$$\text{VA} = \text{VIPa} + \text{VIPb} - \text{VDPa} - \text{VDPb}$$

$$\text{VA} = \text{[REDACTED]} + 0 + 0 + 0$$

$$\text{VA} = \text{[REDACTED]}$$

23. Pensions

23.1 Pensions Cost Modelling Adjustment (Clause 26.3.16 of this Agreement) (PenAdj)

- (a) In the first Service Charge Payment Period of each Contract Year, the Periodic Service Payment shall be adjusted by the Pensions Cost Modelling Adjustment in accordance with paragraph 19.1 in respect of the previous Contract Year. The Pensions Cost Modelling shall be calculated in accordance with the provisions of clause 26.3.16 (Pensions) of this Agreement where the actual aggregate costs of complying with the requirements of clause 26.3.16 is lower than the aggregate estimated amounts set out by the Service Provider (and/or any relevant Sub-Contractor) in the Pensions Cost Modelling and an adjustment is to be made in favour of the Authority, PenAdj shall be deemed to be a negative number for the purposes of the calculation in paragraph 19.1 of this Schedule and shall be deducted from PSC (and an adjustment shall be made in favour of the Authority); and

- (b) for the avoidance of doubt, where the actual aggregate costs of complying with the requirement of clause 26.3.16 is higher than the aggregate estimated amounts set out by the Service Provider (and/or any relevant Sub-Contractor) in the Pensions Cost Modelling, there shall be no adjustment to the Periodic Service Payment (and PenAdj shall be deemed to be zero (0) for the purposes of the calculation in paragraph 19.1 of this Schedule) except where the actual aggregate cost of complying with the requirement of clause 26.3.16 (e)(i) is higher than the aggregate estimated amounts set out by the Service Provider (and/or any relevant Sub-Contractor) in the Pensions Cost Modelling and an adjustment is to be made in favour of the Service Provider, PenAdj shall be deemed to be a positive number for the purposes of the calculation in paragraph 19.1 of this Schedule and shall be added to PSC (and an adjustment shall be made in favour of the Service Provider).

23.2 LGPS Employer Contribution Rate Adjustment (Clause 26.3.6 of this Agreement) (PenAdj2)

23.2.1 In the Service Charge Payment Period following the change in contribution rate payable under the Admission Agreement (and for all further Service Charge Payment Periods until any additional changes are made to the contribution rate payable under the Admission Agreement in accordance with the provisions set out in clause 26.3.6), the Periodic Service Payment shall be adjusted in respect of the LGPS Employer Contribution Rate Adjustment in accordance with paragraph 19.1. The LGPS Employer Contribution Rate Adjustment shall be calculated in accordance with the provisions set out in clause 26.3.6 (Funding) of the Agreement provided that:

- (a) if the provisions of clause 26.3.6(c) apply in relation to PenAdj2, PenAdj2 shall be deemed to be a positive number for the purposes of the calculation in paragraph 19.1 of this Schedule and shall be added to PSC (and an adjustment shall be made in favour of the Service Provider); and
- (b) if the provisions of clause 26.3.6(g) apply in relation to PenAdj2, PenAdj2 shall be deemed to be a negative number for the purposes of the calculation in paragraph 19.1 of this Schedule and shall be deducted from PSC (and an adjustment shall be made in favour of the Authority)

24. Employee Information Adjustment – EmAdj1


24.1 Employee Information Adjustment – EmAdj1

The Periodic Service Payment shall be adjusted by the Employee Information Adjustment as set out in clause 26.4 (in accordance with paragraph 19.1 of this Schedule). The Employee Information Adjustment shall be calculated in accordance with and subject to the provisions set out in clause 26.4 of this Agreement; and

- (a) for the purposes of the calculation in paragraph 19 of this Schedule, if the Reorganisation Costs are greater as a result of the circumstances set out in clause 26.4.4 of this Agreement, EmAdj1 shall be deemed to be a positive number for the purposes of the calculation in paragraph 19 of this Schedule and shall be added to Periodic Service Payment (and an adjustment shall be made in favour of the Service Provider); and
- (b) for the purposes of the calculation in paragraph 19 of this Schedule, if the Reorganisation Costs are lower as a result of the circumstances set out in clause 26.4.4 of this Agreement, EmAdj1 shall be deemed to be a negative number for the purposes of the calculation in paragraph 19 of this Schedule and shall be deducted from PSP (and an adjustment shall be made in favour of the Authority)

25. Interface with NSCSO cost obligations –NCO

The NSCSO Transition Payment relates to the transition period between the NSCSO and DRS Services. The NSCSO Transition Payment will be deducted from Periodic Service Payment for the first three (3) Service Charge Payment Periods following the Service Transfer Date in accordance with the calculation in paragraph 19.1.



26. Commercial Development Plan and Service Provider Commitments Payment - CDPRP

Where clauses 5.7.5 and 5.7.6 (Commercial Development Plan and Service Provider Commitments Remedy) of this Agreement applies, the Periodic Service

Payment shall be adjusted in accordance with the Commercial Development Plan and CDP Commitment of Payment in accordance with the formula at paragraph 19.1 of this Schedule. The CDP Commitment Payment shall be calculated in accordance with the provisions set out in clause 5.7.5 and 5.7.6 (Commercial Development Plan and Service Provider Commitments Remedy) of this Agreement (**CDPRP**).

27. Construction Contract Payment (CCP)

The Construction Contract Payment shall be applied to the Periodic Service Payment in accordance with the formula at paragraph 19.1 of this Schedule.

27A Not Used

27B Cumulative Income Reconciliation – Principles

27B.1 The parties set out below the principles on which they wish the cumulative income reconciliation to operate in relation to the income-related provisions (paragraphs 28-30) in this Schedule 4 (Payment Mechanism) for the period after the first Guaranteed Income Payment Period, and acknowledge that at the Agreement Date these principles are not reflected within this Schedule (save for the provisions of this paragraph 27B).

27B.2 From the start of the second Guaranteed Income Payment Period until an agreement is entered into pursuant to paragraph 27B.3 below this paragraph 27B shall apply and paragraphs 28 (Income Payment), 29 (Minimum Income Guarantee Adjustment (MIGA) and 30 (Financial Over Performance) shall be implemented subject to the principles set out in this paragraph 27B.

27B.3 From Agreement Date the parties shall work together in good faith to agree amendments to this Schedule, in particular to paragraphs 28 (Income Payment), 29 (Minimum Income Guarantee Adjustment (MIGA) and 30 (Financial Over Performance), to incorporate the principles set out in this paragraph 27B. Any agreement amending this Schedule for the purposes of implementing the principles set out in this paragraph 27B (whether entered into before, on or after the Service Commencement Date) shall be recorded in writing and on and from the date such agreement is entered into the provisions of this paragraph 27B shall cease to have effect.

27B.4 Assessment of performance in generating AI against the Guaranteed Income is to work on a cumulative basis over the life of the Agreement. Therefore following any reconciliation of AI against Guaranteed Income, the Service Provider guarantees that the Authority will have received funds at least equal to the cumulative amount of Guaranteed Income due to the Authority at the time of such reconciliation.

- 27B.5 The Service Provider's performance shall be reconciled on a quarterly basis (a Measurement Quarter). Therefore any payments owing to the Authority or to the Service Provider arising from the AI generation shall be paid on a quarterly basis, reflecting the cumulative position at that point in time in accordance with the mechanisms outlined below.
- 27B.6 Where AI attributable to any Measurement Quarter is below the Guaranteed Income attributable to that Measurement Quarter, and cumulative AI up to the start of that Measurement Quarter is not in excess of the cumulative amount of Guaranteed Income due to the Authority at the start of that Measurement Quarter (the Cumulative Guaranteed Income Level), the Service Provider shall settle the balance up to the Cumulative Guaranteed Income Level.
- 27B.7 Where AI attributable to a Measurement Quarter is above the Guaranteed Income attributable to that Measurement Quarter and cumulative AI up to the start of that Measurement Quarter met or exceeded the Cumulative Guaranteed Income Level, the Excess Income attributable to that Measurement Quarter will be shared in accordance with the Reward Payment mechanism set out in Paragraph 30 (Financial Over Performance).
- 27B.8 Where AI attributable to any Measurement Quarter is below the Guaranteed Income attributable to that Measurement Quarter, but cumulative AI up to the start of that Measurement Quarter exceeds the Cumulative Guaranteed Income Level, the parties shall share the responsibility to make up the shortfall with the Authority paying [REDACTED] of any deficit and the Service Provider paying [REDACTED] with the Authority's contribution capped at the total amount the Authority has retained out of Excess Income attributable to previous Measurement Quarters up to the start of that Measurement Quarter. Once such cumulative surplus is exhausted, the Service Provider shall pay the balancing difference to the Authority.
- 27B.9 Where AI attributable to any Measurement Quarter is ahead of the Guaranteed Income attributable to that Measurement Quarter, and in periods prior to that Measurement Quarter the Service Provider has made payments to the Authority to cover any previous shortfall in AI as compared to Guaranteed Income, the Excess Income attributable to that Measurement Quarter shall be used in the first instance to cover Service Provider Additional Costs. Any surplus remaining will then be paid to the Service Provider to repay the balance of payments made in prior Measurement Quarters. Once that balance is settled, any remaining surplus shall be shared in accordance with the Reward Payment mechanism set out in Paragraph 30 (Financial Over Performance).
- 27B.10 Where there is underperformance on AI generation in early Contract Years leading to a significant balance of MIGA payments being made by the Service Provider, and it is anticipated that this will subsequently be counteracted by a

significant increase in Income over later Contract Years which is not as a direct result of intervention actions by Service Provider (for example as a result of wider economic factors not in the Service Provider's control), then the parties shall (acting reasonably) consider proposals to amend the provisions which allow the Service Provider to recover the previously made MIGA payments from any surplus anticipated to reflect a phased recovery over the period of the anticipated outperformance in AI generation.

28. Income Payment

- 28.1 Subject to paragraph 33 and paragraph 27B in relation to the Reconciliation Payment, the Income Payment (**IP**) in respect of a Guaranteed Income Payment Period being Guaranteed Income Payment Period n in a Contract Year (Contract Year n) shall be calculated in accordance with the following formula:

$$IP = EA - \text{[REDACTED]} + RP + ASPCP + DSRP + DSCP + MIGA$$

Where

EA means the Efficiency Adjustment relating to the previous Guaranteed Income Payment Period calculated in accordance with paragraph 30

[REDACTED]



MIGA means the Minimum Income Guarantee Adjustment relating to the previous Guaranteed Income Payment Period calculated in accordance with paragraph 29, and is only applied to the IP calculation in this paragraph when it is a positive number.

When MIGA is calculated under the formula in paragraph 29 and is a positive number it represents an adjustment in favour of the Authority

RP means the Reward Payment relating to the previous

Guaranteed Income Payment Period payable pursuant to and calculated in accordance with paragraph 30.2.2

ASPCP means the Additional Service Provider Costs Payment relating to the previous Guaranteed Income Payment Period payable pursuant to and calculated in accordance with paragraph 30.2.3

DSRP means the Delegated Services Reward Payment relating to the previous Guaranteed Income Payment Period payable pursuant to and calculated in accordance with paragraph 30.3.1

DSCP means the Delegated Services Costs Payment relating to the previous Guaranteed Income Payment Period payable pursuant to and calculated in accordance with paragraph 30.3.2

28.2 If IP is a positive figure it shall be payable by the Service Provider to the Authority. If IP is a negative figure it shall be payable by the Authority to the Service Provider. This payment shall be made under Payment Three.

29. **Minimum Income Guarantee Adjustment - MIGA**

29.1 Subject to paragraph 27B of this Schedule the Income Payment shall be adjusted by the Minimum Income Guarantee Adjustment in accordance with the calculation in paragraph 28 of this Schedule. The Minimum Income Guarantee Adjustment shall be calculated in accordance with the following formula:

$$\text{MIGA} = \text{GI} - \text{AI}$$

Where

MIGA	means the Minimum Income Guarantee Adjustment
GI	means the Guaranteed Income applicable to the previous Guaranteed Income Payment Period x MIIA
AI	means the Actual Income Received during the previous Guaranteed Income Payment Period minus the Delegated Services Income in respect of that Guaranteed Income Payment Period
MIIA	Minimum Income Indexation Adjustment calculated as defined in paragraph 29.3 to 29.6 of this Schedule

29.2 Where MIGA is a positive figure then an adjustment shall be made in favour of the Authority in accordance with the formula for Income Payment set out in paragraph 28 of this Schedule.

29.3 The Minimum Income Indexation Adjustment (MIIA) shall be calculated on the basis of the difference in the Consumer Price Index between the month in which the Base Date falls and the relevant Service Charge Payment Period in Contract Year n in accordance with the formula set out in paragraph 29.6 of this Schedule.

29.4 On 1. April 2014 and annually thereafter the Guaranteed Income shall be adjusted by the change in the Consumer Price Index in accordance with the formula set out in paragraph 29.6 of this Schedule.

29.5 The Service Provider will provide the Authority with its estimate of the Consumer Price Index for the following Contract Year as soon as practicably practicable following the release of the relevant indices. Where the indices are not published in the public domain then the Service Provider will arrange for the Authority to access an auditable record of the index.

29.6 Formula:

$$MIIA = IIPIn / IIPIo$$

where:

MIIA means the Minimum Income Indexation Adjustment

IIPIn means the Consumer Price Index applicable on 1 April in Contract Year n

IIPIo means the Consumer Price Index for the month in which the Base Date falls

29.7 Where MIGA is zero or a negative number it shall be deemed to be zero for the purposes of paragraph 28 and no adjustment in respect of MIGA shall be made.

30. Financial Over Performance

30.1 Calculation of Income Payment

Where applicable in accordance with this paragraph 30 and subject to paragraph 27B of this Schedule, the Income Payment shall be adjusted by the Reward Payment, the Additional Service Provider Costs Payment, the Delegated Services Reward Payment, the Delegated Services Costs Payment and/or the Efficiency Adjustment (in each case if applicable) in accordance with the calculations in paragraph 28.

30.2 Calculation of RP and ASPC

30.2.1 No RP or ASPC if there is no Excess Income

Where in any Guaranteed Income Payment Period Excess Income is less than or equal to zero (0) then for the purposes of the calculation of the Income Payment in paragraph 28.1 of this Schedule:

- (a) RP shall equal zero (0); and
- (b) ASPCP shall equal zero (0),

and no further provisions of this paragraph 30.2 shall apply.

30.2.2 Calculation of RP if there is Excess Income

Where in any Guaranteed Income Payment Period Excess Income is greater than zero (0) then for the purposes of the calculation of the Income Payment in paragraph 28.1 of this Schedule the Reward Payment (RP) shall be calculated in accordance with the following formula:

$$\text{RP} = (\text{Excess Income} - \text{Additional Service Provider Costs}) * \text{[REDACTED]}$$

save that where such calculation results in a negative value RP shall be deemed to be zero.

30.2.3 Calculation of ASPCP if there is Excess Income

Where in any Guaranteed Income Payment Period Excess Income is greater than zero (0) then for the purposes of the calculation of the Income Payment in paragraph 28.1 of this Schedule the Additional Service Provider Costs Payment (ASPCP) shall be the lower of:

- (a) the Excess Income; or
- (b) the Additional Service Provider Costs.

30.3 Calculation of DSRP and DSCP

30.3.1 Calculation of DSRP

In any Guaranteed Income Payment Period for the purposes of the calculation of the Income Payment in paragraph 28.1 of this Schedule the Delegated Services Reward Payment (DSRP) shall be calculated in accordance with the following formula:

$$\text{DSRP} = (\text{Delegated Services Income} - \text{Delegated Services Costs}) * \text{[REDACTED]}$$

save that where such calculation results in a negative value DSRP shall be deemed to be zero.

30.3.2 Calculation of DSCP

In any Guaranteed Income Payment Period for the purposes of the calculation of the Income Payment in paragraph 28.1 of this Schedule the Delegated Services Costs Payment (DSCP) shall be the lower of:

- (a) the Delegated Services Income; or
- (b) the Delegated Services Costs

30.4 Calculation of EA

Where in any Guaranteed Income Payment Period MIGA is equal to or more than zero (namely in circumstances where the Actual Income Received is equal to or less than the Guaranteed Income) and Net Financial Benefit is a positive number then an Efficiency Adjustment (EA) as calculated in accordance with the following formula in respect of that particular Guaranteed Income Payment Period shall be applied to the Income Payment in favour of the Authority.

$$EA = \text{Net Financial Benefit}$$

30.5 Definitions applicable to this paragraph 30 (Financial Over Performance)

For the purposes of this paragraph 30 (Financial Over Performance) the following definitions shall apply:

Excess Income	means in the relevant Guaranteed Income Payment Period the amount by which AI exceeds GI as calculated in accordance with the following formula: Excess Income = AI – GI
AI	shall have the meaning given to it in paragraph 29.1 of this Schedule
GI	shall have the meaning given to it in paragraph 29.1 of this Schedule
Reward Payment (RP)	means the amount calculated in accordance with paragraph 30.2.1 or 30.2.2 (as applicable)
Additional Service Provider Costs Payment (ASPCP)	means the amount calculated in accordance with paragraph 30.2.1 or 30.2.3 (as applicable)
Additional Service	means in the relevant Guaranteed Income Payment

Provider Costs	<p>Period:</p> <p>(i) the total Service Provider Costs in relation to a Guaranteed Income Payment Period for the generation of AI; minus</p> <p>(ii) the Service Provider Costs for delivery of the Services set out in Proforma 1, row 439, Columns G-AN in relation to the relevant Guaranteed Income Payment Period's Periodic Proportion,</p> <p>provided always that such costs are reasonable, proportionate and directly attributable to the generation of the Excess Income</p>
Delegated Services Reward Payment (DSRP)	means the amount calculated in accordance with paragraph 30.3.1
Delegated Services Costs Payment (DSCP)	means the amount calculated in accordance with paragraph 30.3.2
Delegated Services Costs	means in the relevant Guaranteed Income Payment Period the costs incurred by the Service Provider in the provision of the Delegated Services provided always that such costs are reasonable, proportionate and directly attributable to the generation of the Delegated Services Income
Delegated Services Income	means in the relevant Guaranteed Income Payment Period the Income generated by the Service Provider from the provision of Delegated Services
Efficiency Adjustment (EA)	means the amount calculated in accordance with paragraph 30.4

31. [REDACTED]

31.1 The Authority and the Service Provider may at the Authority's absolute discretion agree in writing that (a) the provisions of paragraph 31.2 shall apply and (b) an adjustment shall be made to the Income Payment of the [REDACTED] in accordance with paragraph 31.2. The provisions of paragraph 31.2 shall not take effect and an adjustment to the Income Payment in relation to the [REDACTED] shall not be made prior such agreement.

31.2 The [REDACTED] shall be calculated in accordance with the provisions of the Commercial Development Plan as updated and agreed by the Parties in the Business Plan, and shall be payable in accordance with the

provision of Part 7 of this Agreement and paragraphs 14.3 and 28 of this Schedule.

32. **Schedule of Rates**

- 32.1 The Day Rates (as indexed in accordance with paragraph 20.1) shall apply for the provision of ad hoc staff resources provided by the Service Provider whilst this Agreement remains in force and for any further purpose as agreed between the Service Provider and the Authority, including, as appropriate, additional Services, Change and Special Projects.
- 32.2 The Parties will agree, on an Open Book basis, the Day Rates to be paid for the provision of roles that are required, but may not be defined below.
- 32.3 The Day Rates in Appendix F (Schedule of Day Rates) shall be adjusted on an annual basis in accordance with any local government pay award published by the National Joint Council or other successor organisation.
- 32.4 In accordance with and subject to the benchmarking provision in this Agreement, the Service Provider shall during the Contract Period carry out two (2) benchmarking exercises (no less than three (3) Contract Years apart) with the purpose of undertaking an objective comparison of the Day Rates against similar staff resources provided by other comparable private and public sector organisations. Where the result of this performance benchmarking exercise shows that similar staff resources are available at comparable organisations for lower rates, the Day Rates shall be accordingly reduced.

33. **Reconciliation Payment**

- 33.1.1 During the final six (6) months of the Contract Period the Authority shall retain ten percent (10%) of the Periodic Proportion (the **Retained Payment**).

Two (2) months after the completion of the Contract Period, the Service Provider shall provide to the Authority a final Monthly Performance Report which shall in addition include details of any adjustments that should have been made (but have not yet been made) to:

- (a) the Periodic Service Payment payable by the Authority in the final month of the Contract Period to reflect any outstanding amounts as calculated in accordance with paragraph 19 of this Schedule;
- (b) the Income Payment payable in respect of the final Guaranteed Income Payment Period to reflect any

outstanding amounts as calculated in accordance with paragraph 28 of this Schedule, and/or

- (c) any other amounts that may be payable to the Authority in accordance with the provisions of the Agreement.

(the **Reconciliation Payment**).

33.1.2 Within ten (10) Business Days of receiving the final Monthly Performance Report the Authority shall either:

- (a) confirm to the Service Provider that it agrees with the contents and final calculations contained in the Monthly Performance Report or
- (b) raise any additional queries or comments it may have in relation to the contents of the Monthly Performance Report, at which point the Parties shall convene a meeting to agree the contents of the final Monthly Performance Report (and if such agreement is not forthcoming the matter shall be referred to the Dispute Resolution Procedure)

33.1.3 Upon the Parties agreeing the contents of the Monthly Performance Report, the Reconciliation Payment shall be deducted from the Retained Payment, and where:

- (a) the remaining sum is a positive figure, the Authority shall pay to the Service Provider the outstanding amount within five (5) Business Days
- (b) the remaining sum is a negative figure, the Service Provider shall pay to the Authority the outstanding amount within five (5) Business Days

34. Commitment to recommend opportunities for additional value for money

34.1 The Service Provider commits, in accordance with the provisions of clause 5.6.2 of the Agreement, that on or before the anniversary of the twelfth month following the Agreement Date a report shall be presented by the Service Provider to the Authority that identifies opportunities for the Authority, at its absolute discretion, to reduce the Annual Guaranteed Contract Price by allowing the Service Provider to cease performance of elements of any Output Specification provided always that such cessation of performance will not be to the detriment

of overall service performance and payment profiles which deliver a lower cost of money.

35. **Commercial Development Plan Cost to Income Ratio Protection Procedure**

The Service Provider shall comply with the provisions set out in Appendix L to this Schedule.

Appendix A Paid for User Services

Source - provided by LBB 7 December 2012, with amendment at end by Service Provider

**Environment, Planning and Regeneration
Fees & Charges 2013/2014**

SERVICE	Subject to VAT	UNIT	Charges 2012/2013	Proposed Charges 2013/2014	COMMENTS
Highways					
Unlicensed Skip found on the highway	N	Each	£262.50	£270.00	Inflation
Site inspection charge Skips	N	Each	£52.50	£54.00	Inflation
Consideration of an application for a licence to erect or retain on or over a highway any scaffolding or other structure	N	Each	£157.50	£162.00	Inflation
Consideration of an application to erect a hoarding or fence and site inspections to monitor compliance	N	Each	£157.50	£162.00	Inflation
Consideration of a request to construct works, cellars, cranes, portacabins, temporary crossovers, vaults or pavement lights under or on a street	N	Each	£157.50	£162.00	Inflation
Consideration of an application to temporarily deposit materials in a street or to make an excavation in it and the undertaking of site inspections to monitor compliance	N		£157.50	£162.00	Inflation
Vehicle Crossover - Processing and monitoring of Crossover applications and works under possible alternative arrangements where works are arranged by residents rather than the Authority.	N	Each	£367.50	£378.00	Charge includes for an initial site visit on receipt of a crossover application, granting or refusing application, further site visits as required to monitor the works carried out and issuing a completion certificate.
Vehicle Crossover - On occasions where it is necessary for obstructions to be considered for removal in order for a crossover to be constructed such as a tree or lighting column, thereby necessitating a site visit by a tree officer/lighting engineer.	N	Each	£105.00	£108.00	Inflation
Rechargeable construction Works - Vehicle Crossovers, Street Lighting, Highway Construction, Sign supply and installation etc.	N	Each	Cost + 40%	Cost + 40%	
Vehicle Crossover White Line Re-marking existing faded lines	N	Each	£105.00	£108.00	Charge includes for up to 5 metres - Each additional metre is charged at £20.
Public Benches	N	Per licence	£275.00	£275.00	No change
Public Benches	N	Per licence	£169.00	£169.00	This is a one off charge for carrying out inspections in accordance with NRSWA 1991.
Memorial seat 6' with inscribed bronze plaque	N	Each Bench	£1,010.00	£1,039.00	Increase to include the maintenance during the life expectancy of the bench. This would normally be 10 to 15 years.
Works directed under the Highways Act 1980 and the Town & Country Planning Act 1990: Pre-application initial meeting to discuss proposed developments.	N	Each	£525.00	£540.00	Inflation
Works directed under the Highways Act 1980 and the Town & Country Planning Act 1990: Pre-approval meeting to discuss the scope of adoptable highway works in connection with new roads within proposed developments	N	Hourly Rate	Up to Snr Eng £115.50 Above Snr Eng £178.50	Up to Snr Eng £118.50 Above Snr Eng £183.50	Inflation
The alteration of parking layout through Traffic Management Order (TMO) processes. Charge covers the public consultation, advertising and one TMO alteration	Y	Each	£1,785.00	£1,836.00	1. Where objections are received to traffic orders the cost is increased by an additional £210 to take into account staff time in considering the objections. 2. Additional charges may apply if there is significant design input required from Officers. 3. The cost of actual work will be a separate composite unit rate based on contractor's tendered rate plus 30% overhead costs
Enquiries on Highway matters requiring an official response. To cover all enquiries including GIS, Traffic Management Order, traffic schemes, accident data, rights of way and similar	N	Each	£189.00	£194.00	Enquires requiring more than two items or queries to be addressed will be charged at £75 per additional item.

App A - Paid For User Servs

SERVICE	Subject to VAT	UNIT	Charges 2012/2013	Proposed Charges 2013/2014	COMMENTS
Works directed under the Highways Act 1980 and the Town & Country Planning Act 1990: Pre-application advise following initial meeting to discuss proposed developments.	N	Hourly Rate	Up to Snr Eng £115.50 Above Snr Eng £178.50	Up to Snr Eng £118.50 Above Snr Eng £183.50	Inflation
Section 38, 278 and 106 Highway Work : Technical approval of highway layout & construction details and the supervision of adoptable highway works in connection with new estate roads offered for adoption	N	Each	12%, 15.5% and 20.5%	12%, 15.5% and 20.5%	These works are carried out under Section 38 / 278 of the Highways Act 1980 and / or Section 106 of the Town and Country Planning Act by Agreement. See Note 5. Highest percentage figure used when works cost in under £400,000. Lowest percentage used when works cost £1m to £2m. When works cost over £2m they are subject to individual negotiation. The Fees and Charges made will recover all expenses incurred in checking of the technical submission, site inspections, processing and administration. However, provision will be made when dealing with external developers to recover all costs incurred by the Council as a result of the increased scope of the works, delay in developers programme for completion of highway works, concluding the relevant agreements under the Highways Act 1980 and dealing with any objections when processing statutory orders.
Minor Offsite Highways Work : Technical approval of highway layout & construction details and the supervision of highway works on the public highway for minor offsite highways work necessitated by the new development	N	Each	£2,612.50	£2,688.25	under section 184 of the Highways Act 1980, the charges relate to each access created or closed.
Highway Licences : Processing of Licences under the Highways Act 1980 on new developments (i.e. under Sections 142;177;179;181 etc.)	N	Each	£3,273.00	£3,367.75	Initial application fee. Additional charges may be levied as the Fees and Charges made will recover all expenses incurred in checking of the technical submission, site inspections, processing and administration. However, provision will be made when dealing with external developers to recover all costs incurred by the Council as a result of the increased scope of the works, delay in developers programme for completion of highway works, concluding the relevant agreements under the Highways Act 1980 and dealing with any objections when processing statutory orders.
Processing of Stopping Up Order Under Section 247 of Town & Country Planning Act 1990	N	Each	£4,270.50	£4,394.25	Initial application fee. Additional charges may be levied as the Fees and Charges made will recover all expenses incurred in checking of the technical submission, site inspections, processing and administration. However, provision will be made when dealing with external developers to recover all costs incurred by the Council as a result of the increased scope of the works, delay in developers programme for completion of highway works, concluding the relevant agreements under the Highways Act 1980 and dealing with any objections when processing statutory orders.
Processing of Stopping Up Order Under the Highways Act 1980	N	Each	£6,710.50	£6,905.00	Initial application fee. Additional charges may be levied as the Fees and Charges made will recover all expenses incurred in checking of the technical submission, site inspections, processing and administration. However, provision will be made when dealing with external developers to recover all costs incurred by the Council as a result of the increased scope of the works, delay in developers programme for completion of highway works, concluding the relevant agreements under the Highways Act 1980 and dealing with any objections when processing statutory orders.
Works directed under the Highways Act 1980 and the Town & Country Planning Act 1990: Pre-application advise following initial meeting to discuss proposed developments.	N	Hourly Rate	Up to Snr Eng £115.50 Above Snr Eng £178.50	Up to Snr Eng £118.50 Above Snr Eng £183.50	Inflation
Processing of Notification for Transport for London approval under TMA 2004	N	Each	£3,273.00	£3,367.75	Initial application fee. Additional charges may be levied as the Fees and Charges made will recover all expenses incurred in checking of the technical submission, site inspections, processing and administration. However, provision will be made when dealing with external developers to recover all costs incurred by the Council as a result of the increased scope of the works, delay in developers programme for completion of highway works, concluding the relevant agreements under the Highways Act 1980 and dealing with any objections when processing statutory orders.
Consideration of a request to construct a vehicle crossover, where works are arranged by the authority via the highways term contractor	N	Each	£125.00	£128.00	Charge includes time taken to process the application with site visit, marking out site, calculating costs and preparing and posting a quotation, including recording all details on the data base. The increase above inflation is to ensure that time taken is fully recovered.

App A - Paid For User Servs

SERVICE	Subject to VAT	UNIT	Charges 2012/2013	Proposed Charges 2013/2014	COMMENTS
Deposit related to an application for a licence to erect or retain on or over a highway any scaffolding or other structure	N	Each	£500.00	£500.00	Minimum deposit, however sum is calculated based on area and hence likely damage and estimated reinstatement costs
Deposit related to an application to erect a hoarding or fence and site inspections to monitor compliance	N	Each	£500.00	£500.00	Minimum deposit, however sum is calculated based on area and hence likely damage and estimated reinstatement costs
Deposit in relation to a request to construct works, cellars, cranes, portacabins, temporary crossovers, vaults or pavement lights under or on a street	N	Each	£500.00	£500.00	Minimum deposit, however sum is calculated based on area and hence likely damage and estimated reinstatement costs
Deposit in relation to an application to temporarily deposit materials in a street or to make an excavation in it and the undertaking of site inspections to monitor compliance	N	Each	£500.00	£500.00	Minimum deposit, however sum is calculated based on area and hence likely damage and estimated reinstatement costs
Vehicle Crossover Legal Agreement	N	Each	£175.00	£175.00	Cost includes recovery of costs incurred relating to the processing of the application and scheduling agreement for Legal. Legal costs in preparing for signing agreements and Local Land charges.
Vehicle Crossover White Line - Process Application	N	Each	£125.00	£140.00	Charge includes time taken to process the application with site visit, marking out site, calculating costs and preparing and posting a quotation, including recording all details on the data base. The increase above inflation is to ensure that time taken is fully recovered.
Vehicle Crossover White Line Installation	N	Each	£150.00	£154.00	Charge includes for up to 5 metres - Each additional metre is charged at £20.
Private Street Name Plate - Supply and Installation	N	Each	£250.00	£257.00	Only applicable when the council is requested to install. This is not mandatory.
Consideration of an application each skip on the highway	N	Each	£25 per Week	£25 per Week	Minimum of two weeks will apply
Renewal for expired skip licence	N	Each	£25 per week	£25 per week	Minimum of two weeks will apply
Private Street Name Plate - Quote and Specification Fee	N	Each	£250.00	£257.00	This charge includes officer time, plus site visit cost, transport, administration and postage
Rechargeable Works					
Provide and place new salt bin, incl salt	N	Item	£350.00	£350.00	No change
Replace damaged salt bin, incl salt refill	N	Item	£350.00	£350.00	No change
Salt refill of bin	N	Item	£120.00	£125.00	Above Inflation Increase due to large increase in salt cost due to national shortage
Recover keys from road gulley	Y	Item	£250.00	£265.00	Historically this occurs outside of working hours which causes additional cost to the Council
Anything done to temporarily restrict or prohibit traffic in order to facilitate a Special Event or similar whether on or off-street. Includes site meetings, making and advertising temporary traffic orders and erecting street notice. Excludes signs/road markings.	N	Per order	£184.00	£189.00	Fee to cover initial consideration including site inspection, consultations, estimate preparation and processing costs. The cost of actual work will be a separate composite unit rate based on contractor's tendered rate plus 30% overhead costs to cover detailed design, drafting and advertising traffic order/notice(s), Supervision and admin costs. Note: Discretionary charges or a waiver of fees may be applied in instances where the Council considers it appropriate – for example Charity events
Approval to carry out a traffic count on borough roads	N	Each	£289.00	£297.00	Inflation
Anything done to restrict or prohibit traffic on a road in order to carry out works on or near the road. Includes making temporary traffic orders, advertising, providing notification of the restrictions and making, erecting, maintaining diversion signs, barriers etc. to implement the road closure and removal thereof	N	Per order	£3,522.00	£3,624.00	Fixed fees for making temporary traffic orders to be charged are £500.00 for activities covered in the Coordination Code of Practice Para 7.3.21 & 22. Includes for maintaining signs for 3 months. Additional charges to apply beyond 3 months. Includes for up to 6 signs - additional charge of £500.00 per sign thereafter.
Anything done to temporarily restrict or prohibit traffic in order to carry out works on or near the road. Includes site meetings, making and advertising temporary traffic orders and erecting street notice. Excludes signs/road markings	N	Per order	£1,700.00	£1,850.00	Fixed fees for making temporary traffic orders to be charged at £350.00 for activities covered in the Coordination Code of Practice Para 7.3.21 & 22.
Consideration of a request to place a traffic sign to indicate the route to specified land or premises and the placing of such a sign	N	Per Sign	£305.50	£314.00	Inflation
Provide traffic flow data from automatic traffic counters or previously conducted manual counts	N	Each	£367.50	£378.00	Inflation
London Permit Scheme - Permit Fee - Cat 0, 1, 2 and TD roads - Major PAA	N	per permit	£105.00	£105.00	Charge is as agreed by Department for Transport when approving the London Permitting Scheme LoP's. It should be noted that the Secretary of State can vary the fees downwards at any future point.

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London Permit Scheme - Permit Fee - Cat 0, 1,2 and E3 roads - Major	N	per permit	£240.00	£240.00	Charge is as agreed by Department for Transport when approving the London Permitting Scheme LoP's. It should be noted that the Secretary of State can vary the fees downwards at any future point.
London Permit Scheme - Permit Fee - Cat 0, 1,2 and E3 roads - Standard	N	per permit	£130.00	£130.00	Charge is as agreed by Department for Transport when approving the London Permitting Scheme LoP's. It should be noted that the Secretary of State can vary the fees downwards at any future point.
London Permit Scheme - Permit Fee - Cat 0, 1,2 and E3 roads - Minor	N	per permit	£65.00	£65.00	Charge is as agreed by Department for Transport when approving the London Permitting Scheme LoP's. It should be noted that the Secretary of State can vary the fees downwards at any future point.
London Permit Scheme - Permit Fee - Cat 0, 1,2 and E3 roads - Immediate	N	per permit	£60.00	£60.00	Charge is as agreed by Department for Transport when approving the London Permitting Scheme LoP's. It should be noted that the Secretary of State can vary the fees downwards at any future point.
London Permit Scheme - Permit Fee - Cat 0, 1,2 and E3 roads - Permit Variation	N	per permit	£45.00	£45.00	Charge is as agreed by Department for Transport when approving the London Permitting Scheme LoP's. It should be noted that the Secretary of State can vary the fees downwards at any future point.
London Permit Scheme - Permit Fee - Cat 3 and 4 roads - E3 road - Major PAA	N	per permit	£75.00	£75.00	Charge is as agreed by Department for Transport when approving the London Permitting Scheme LoP's. It should be noted that the Secretary of State can vary the fees downwards at any future point.
London Permit Scheme - Permit Fee - Cat 3 and 4 roads - E3 road - Major	N	per permit	£150.00	£150.00	Charge is as agreed by Department for Transport when approving the London Permitting Scheme LoP's. It should be noted that the Secretary of State can vary the fees downwards at any future point.
London Permit Scheme - Permit Fee - Cat 3 and 4 roads - E3 road - Standard	N	per permit	£75.00	£75.00	Charge is as agreed by Department for Transport when approving the London Permitting Scheme LoP's. It should be noted that the Secretary of State can vary the fees downwards at any future point.
London Permit Scheme - Permit Fee - Cat 3 and 4 roads - E3 road - Minor	N	per permit	£45.00	£45.00	Charge is as agreed by Department for Transport when approving the London Permitting Scheme LoP's. It should be noted that the Secretary of State can vary the fees downwards at any future point.
London Permit Scheme - Permit Fee - Cat 3 and 4 roads - E3 road - Immediate	N	per permit	£40.00	£40.00	Charge is as agreed by Department for Transport when approving the London Permitting Scheme LoP's. It should be noted that the Secretary of State can vary the fees downwards at any future point.
London Permit Scheme - Permit Fee - Cat 3 and 4 roads - E3 road - Permit Variation	N	per permit	£35.00	£35.00	Charge is as agreed by Department for Transport when approving the London Permitting Scheme LoP's. It should be noted that the Secretary of State can vary the fees downwards at any future point.
Permit Fee - E3 road - Failure to comply with conditions of permit	N	Per failure	£500.00	£500.00	Charge is discounted to £300 if payment is made within 29 days
Permit Fee - E3 road - Failure to comply with conditions of permit	N	Per failure	£120.00	£120.00	Charge is discounted to £80 if payment is made within 29 days
Planning					
Planning application online	http://www.planningportal.gov.uk/uploads/english_application_fees.pdf				
Policy Publications					
Adopted Unitary Development Plan 2006	N		£102.00	£104.75	Inflation
(for residents only)	N	Each	£52.50	£54.00	Inflation
CD of Adopted Unitary Development Plan 2006	N	Each	£79.00	£81.25	Inflation
(for residents only)	N	Each	£42.50	£43.50	Inflation
Planning Briefs & Supplementary Planning Guidance	N	Each	£37.00	£38.00	Inflation
(for residents only)	N	Each	£15.75	£16.00	Inflation
Conservation Publications					Inflation
Conservation Area Character Appraisals	N	Each (sub areas within the Hampstead Garden Suburb Conservation Area will be charged as a single Appraisal document)	£31.50	£32.25	Inflation

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(for residents only)	N	Each. Each sub area within the Hampstead Garden Suburb Conservation Area will be charged as a single Appraisal document.	£15.75	£16.00	Inflation
Statutory List of Buildings of special architectural or historic interest	N	Each	£42.00	£43.00	Inflation
(for residents only)	N	Each	£21.00	£21.50	Inflation
Schedule of Building of local or historic interest	N	Each	£31.50	£32.25	Inflation
(for residents only)	N	Each	£15.75	£16.00	Inflation
Statutory List extracts	N	Each	£21.00	£21.50	Inflation
One building per extra copy	N	Each	£15.75	£16.00	Inflation
Article 4 Directions per area	N	Each	£31.50	£32.25	Inflation
Conservation Area Maps	N	Each	£36.75	£37.75	Inflation
(for residents only)	N	Each	£21.00	£21.50	Inflation
Development Control / Land Charges Publications					
Copies of Planning Decisions	N	Each	£26.25	£27.00	Inflation
Copies of Enforcement Notices	N	Each	£26.25	£27.00	Inflation
Weekly list of Planning applications per area by email	N	Each	No Charge	No Charge	
Tree Preservation Order Full Document	N	Each	£60.00	£60.00	No change
Tree Preservation Order Extract	N	Each	£33.00	£33.00	No change
All Planning / Land Charge Services					
Photocopying per copy					
A3	N	Each	£1.50	£1.50	No change
A4	N	Each	£1.00	£1.00	No change
Reproduction of maps/drawings					
A1-A0	N	Each	£21.00	£21.00	No change
A2	N	Each	£15.75	£15.75	No change
A3	N	Each	£1.50	£1.50	No change
A4	N	Each	£1.00	£1.00	No change
CD copy of applications					
Per CD	N	Each	£31.50	£32.25	Inflation
(for residents only)	N	Each	£15.75	£16.00	Inflation
Historic Planning Information					
Price per file	N	Each	£15.75	£16.00	Inflation
(for residents only for applications decided before 1 Jan 200) Requests for files may take a month to process as the files are archived off site.	N	Each	£10.50	£10.75	Inflation
Correspondence requiring research to answer					
Per question per address		Per question per address	£68.00	£72.00	70 plus inflation so it is the same as building control
Enforcement Enquiry per question per address		Per question per address	£68.00	£72.00	70 plus inflation so it is the same as building control
High Hedge Complaints					
Complaint Investigation	N	Per address	£551.00	£566.75	Inflation
(50% discount for specified benefits)	N	Per address	£273.00	£280.75	Inflation
Postage					
A5	N	Each	£2.00	£2.05	Inflation
A4 package	N	Each	£6.00	£6.15	Inflation
A4	N	Each	£4.00	£4.10	Inflation
Faxed Information - per A4 page in addition to relevant charge	N	Each	£6.00	£6.15	Inflation

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SERVICE	Subject to VAT	UNIT	Charges 2012/2013	Proposed Charges 2013/2014	COMMENTS
Other Planning Costs					
Planning Advice Charges (Pre-Application Advice)					
Category A + (Complex - 150+ residential units or 4000m ² + of commercial floor space)	Y	Initial meeting	£9,000.00	£9,000.00	No change
Category A (Complex - 100+ residential units or 4000m ² + of commercial floor space)	Y	Initial meeting	£7,000.00	£7,000.00	No change
Category B (Complex - 25+ residential units or 2000m ² + of commercial floor space)	Y	Initial meeting	£5,000.00	£5,000.00	No change
Category C (Major - 10-24 residential units or 1000m ² -2000m ² commercial floor space)	Y	Initial meeting	£2,500.00	£2,500.00	No change
Category D + (Minor - 2-9 residential units, 100m ² -999m ² commercial floor space or creation of one residential unit where there are complex heritage issues)	Y	Initial meeting	£1,500.00	£1,500.00	No change
Category D (Minor - 2-4 residential units, 100m ² -999m ² commercial floor space or creation of one residential unit where there are complex heritage issues)	Y	Written Advice only, no meeting	£800.00	£800.00	No change
Category E (Creation of one residential unit: creation of one additional residential house or flat; The replacement of an existing residential unit; The conversion of 1 property into 2 residential units (Please note, where there are complex heritage listed building or conservation issues, a replacement or additional dwelling may still fall within category D)		Written Advice only, no meeting	£265.00	£265.00	No change
Category F (Small scale development: Small extensions/ alterations (including advertisements) to commercial or similar premises below the threshold of category D; Small changes of use to such premises below the threshold of category D; Other small scale developments below the threshold of category D)	Y	Written Advice only, no meeting	£210.00	£210.00	No change
Category G (Householder development: Extensions or alterations to a single residential unit)	Y	Written Advice only, no meeting	£115.00	£115.00	No change
Rates For Officers Giving Specialist Advice & Charges for Subsequent Meetings					
Case Officer up to Principal Planner	Y	Per hour	£210.00	£210.00	No change
Team Leader/Manager	Y	Per hour	£262.50	£262.50	No change
Service Heads and Directors	Y	Per hour	£315.00	£315.00	No change
Business relationship manager	Y	Annual charge	£2,100.00	£2,100.00	No change
Specialist Advice (Conservation & Design, Highways)	Y	Per hour	£250.00	£250.00	No change
Environmental Health					
Works in Default - Admin Fee					
30% on building costs plus surveyors/architects fees or 45% on building costs where work supervised by Barnet Council - Minimum charge			£120.00	£120.00	No change
Care and Repair					
Full care and repair service			upto 15% of the cost of the building works, or upto 10% of the cost of the building works if the cost of the work is below £2,000.	upto 15% of the cost of the building works, or upto 10% of the cost of the building works if the cost of the work is below £2,000.	Full service would include obtaining planning permission, building control approval, seeking tenders for work, design of the scheme and supervision of the building work
Reduced care and repair service			upto 10% of the cost of the building work.	upto 10% of the cost of the building work.	Reduced service would include obtaining estimates for work, arranging for contractors to complete the work, inspection of work on completion, snagging if necessary
Noise Act 1996					
Charges made for the seizure, removal and detention of equipment.					
Storage fee (total)			£147.00	£150.00	Inflation
Contaminated Land Enquiries					
Basic Enquiry			£44.00	£45.00	Inflation

SERVICE	Subject to VAT	UNIT	Charges 2012/2013	Proposed Charges 2013/2014	COMMENTS
Additional charge for Mausoleum spaces			£619.00	£839.00	HCC now applies for planning permission (£170) in order to have a Mausoleum ready for purchase and Use instead of the family arranging this. As a result HCC also applies a £30 Admin fee = £610+£170 x inflation (2.5%) + £30 = £839
B. Burials for Non-LBB Residents:					
Additional charge for Mausoleum spaces			£619.00	£839.00	HCC now applies for planning permission (£170) in order to have a Mausoleum ready for purchase and Use instead of the family arranging this. As a result HCC also applies a £30 Admin fee = £610+£170 x inflation (2.5%) + £30 = £839
C. General Burial Fees					
Additional charge per Weekend Burial.		Each	£199.00	£204.00	Inflation
Additional charge for interment of casket - A Class grave only		Each	£260.00	£267.00	Inflation
Removing and replacing Memorials for the purpose of enabling further interment		Each	£248.00	£255.00	Inflation
Grave Lease Extension Resident 'A' class per year (minimum of 5 years)		Each	£43.00	£44.00	Inflation
Grave Lease Extension Resident 'B' class per year (minimum of 5 years)		Each	£21.00	£21.00	No increase
Grave Lease Extension Non Resident 'A' Class per year (minimum of 5 years)		Each	£83.00	£85.00	Inflation
Grave Lease Extension Non Resident 'B' Class per year (minimum of 5 years)		Each	£44.00	£45.00	Inflation
D. Erecting new monuments, grave stones and tablets for the right to erect or place on private graves (including first inscription)					
a. Headstone with kerbs		Each	£277.00	£285.00	Inflation
b. Headstone only		Each	£215.00	£221.00	Inflation
c. Conversion of existing Headstone to include kerbs		Each	£91.00	£93.00	Inflation
d. In the form of a Vase, Tablet or Wooden Cross		Each	£74.00	£76.00	Inflation
e. Renovation or additional inscription		Each	£91.00	£93.00	Inflation
For the right to erect, or place a memorial on a common grave		Each	£119.00	£122.00	Inflation
E. Annual Planting and General Attention of Private Graves (per single grave space)					
Memorial Seat, 6ft, inclusive of plaque up to 60 letters maximum inscription, (no ongoing care)		Each	£1,010.00	£1,039.00	Inflation
Evergreen shrubs only		Each	£181.00	£186.00	Inflation
Turf only		Each	£130.00	£133.00	Inflation
Seasonal Bedding		Each	£277.00	£285.00	Inflation
Turfing or Moulding (No maintenance)		Each	£74.00	£76.00	Inflation
Wooden cross including brass plaque		Each	£142.00	£146.00	Inflation
Main drive flower bed		Each	£722.00	£742.00	Inflation
F. Transfer of Grave Ownership					
By Probate, Letters of Administration, or Private Statutory Declaration		Each	£63.00	£64.00	Inflation
By Assignment, Assent, Hendon Statutory Declaration or Renunciation		Each	£105.00	£108.00	Inflation
Combination of the above		Each	£158.00	£162.00	Inflation
G. Cremation Fees					
Persons over 10 years weekday		Each	£528.00	£528.00	No increase to improve competitiveness and increase cremation output and therefore increased income and operational efficiency
Persons over 10 years weekend		Each	£633.00	£628.00	Reduce to weekday fee plus £100 to attract more weekend cremations from competitors
Adult Cremations weekday between 09:00-09:30		Each	£304.00	£304.00	No change
Children over 1 month - 10 years		Each	£56.00	£56.00	No change
Children still born - 1 month		Each	No Charge	No Charge	
Public Health Cremations		Each	£130.00	£133.00	Inflation
Environmental Surcharge		Each	£59.50	£59.50	No change

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H. Memorials					
Columbarium Niche (35 year lease)		Each	£1,031.00	£1,060.00	Inflation
Placing additional urn in same niche		Each	£119.00	£122.00	Inflation
Lily Pond tablet with inscription (35 year lease)		Each	£856.00	£880.00	Inflation
Leather Panel Scheme (10 year lease) (Max 60 letters)		Each	£130.00	£133.00	Inflation
Large commemorative tablet with inscription		Each	£2,365.00	£2,433.00	Inflation
Cloister tablet with inscription		Each	£1,740.00	£1,790.00	Inflation
Wall tablet in Book of Remembrance Hall with inscription		Each	£750.00	£771.00	Inflation
Entry in Book of Remembrance consisting of 2 lines		Each	£119.00	£122.00	Inflation
Entry in Book of Remembrance consisting of 5 lines		Each	£170.00	£174.00	Inflation
Book of Remembrance copy 2 lines		Each	£57.00	£58.00	Inflation
Book of Remembrance copy 5 lines		Each	£91.00	£93.00	Inflation
Armorial bearing or badges (these may be engrossed in the Book of Remembrance only if accompanied by an inscription of at least 5 lines)		Each	£237.00	£243.00	Inflation
I. Urns and Caskets					
Hendon Oak with inscribed plaque		Each	£65.00	£66.00	Inflation
Double Oak with inscribed plaque		Each	£90.00	£92.00	Inflation
Traditional Oak with inscribed plaque		Each	£75.00	£77.00	Inflation
Hendon Ornate Oak with inscribed plaque		Each	£80.00	£82.00	Inflation
Hendon Metal Urn for transport		Each	£60.00	£61.00	Inflation
Hendon Aluminium Urn - Green, Red or Silver		Each	£40.00	£41.00	Inflation
Biodegradable Urn		Each	£60.00	£61.00	Inflation
Sealing of Hendon Metal Urn or Casket for transport including Overseas Certificate		Each	£100.00	£100.00	No change
Sealing and Overseas Certificate only (container provided by applicant)		Each	£40.00	£41.00	Inflation
J. Ashes					
Strewing of Ashes when returned to Hendon after 12 month of cremation		Each	£100.00	£102.00	Inflation
Strewing of Ashes when cremated elsewhere		Each	£135.00	£138.00	Inflation
Long-term storage of Ashes per month		Each	£25.00	£25.00	No Change
Long-term storage of Ashes per year		Each	£250.00	£250.00	No Change
K. Chapel Hire and Organist Fees					
Fee for Organ Music and Services of Organist		Each	£56.00	£56.00	No Change
Use of Chapel for additional ½ hour Service		Each	£105.00	£108.00	Inflation
Use of Chapel plus Organist for additional ½ hour Service		Each	£161.00	£165.00	Inflation
Housing					
Leasehold management charges					
Pre-assignment enquiries from leaseholders			£235.00	£235.00	No change
Pre-assignment express enquiries (within 5 days)			£290.00	£290.00	No change
Admin charge for Deeds of Variation			£105.00	£108.00	Inflation
Admin charge for enfranchisement/lease extensions			£235.00	£241.50	inflation
Licences for alteration approvals (where allowed by lease)			£125.00	£128.50	inflation
Investigation into leasehold accounts and production of statements going back more than one financial year (outside statutory period), per hour.			£35.00	£36.00	inflation
Legal Costs for Debt Recovery - Costs on Service of S146			£155.00	£159.50	inflation
Rechargeable works					

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Transfer and Variation Fee (where a variation takes the licence into a higher band then the full fee pro-rata will be payable)					
Band A		Each	£47.00	£47.00	No change
Band B		Each	£81.00	£81.00	No change
Band C		Each	£121.00	£121.00	No change
Additional licensing fee for Laser Removal of hair and intense pulsed light treatments		Each	£63.00	£63.00	No change
Specialist Advice (Scientific Services)		Per hour	£250.00	£190.00	To bring in line with Contaminated Land Enquiries Specialist advice
Environmental Health Officer hourly rate for advice, including site visit if required		Each	£187.00	£187.00	No change
Administration fee on all aborted licence applications		Each	10 percent	10 percent of licence fee	
Cemetery and Crematorium					
A. Burials for LBB Residents:					
Class 'A' 7'6" x 3' 6"		Each	£4,304.00	£4,428.00	Inflation
Class 'B' 6'6" x 2' 6"		Each	£2,098.00	£2,158.00	Inflation
Half size grave for burial of ashes or children under 3 years of age.					
Class 'A'		Each	£1,972.00	£2,029.00	Inflation
Class 'B'		Each	£900.00	£926.00	Inflation
Interment Fees (all classes of private interments)					
Persons over 10 years of age (single depth)		Each	£1,070.00	£1,101.00	Inflation
Children under 10 years of age including those still born (single depth)		Each	£638.00	£656.00	Inflation
Additional charge for each additional coffin depth (up to maximum of 4)		Each	£323.00	£332.00	Inflation
Burial of Ashes in to a private grave with movement of memorial/landing (at minimum depth)		Each	£524.00	£539.00	Inflation
Burial of Ashes in to a private grave without movement of memorial/landing (at minimum depth)			£350.00	£360.00	Inflation
Interment Fees (public interments)					
Persons over 10 years of age		Each	£451.00	£464.00	Inflation
Children under 10 years of age		Each	£159.00	£163.00	Inflation
Stillborn children		Each	£97.00	£99.00	Inflation
B. Burials for Non-LBB Residents:					
Class 'A' 7'6" x 3'6"		Each	£8,239.00	£8,477.00	Inflation
Class 'B' 6'6" x 2' 6"		Each	£4,344.00	£4,469.00	Inflation
Half size grave for burial of ashes or children under 3 years of age.					
Class 'A'		Each	£3,738.00	£3,846.00	Inflation
Class 'B'		Each	£1,796.00	£1,848.00	Inflation
Interment Fees (all classes of private interments)					
Persons over 10 years of age (single depth)		Each	£1,070.00	£1,101.00	Inflation
Children under 10 years of age including those still born (single depth)		Each	£638.00	£656.00	Inflation
Additional charge for each additional coffin depth (up to maximum of 4)		Each	£323.00	£332.00	Inflation
Burial of Ashes in to a private grave with movement of memorial/landing (at minimum depth)		Each	£524.00	£539.00	Inflation
Burial of Ashes in to a private grave without movement of memorial/landing (at minimum depth)		Each	£350.00	£360.00	Inflation
Interment Fees (public interments)					
Persons over 10 years of age		Each	£451.00	£464.00	Inflation
Children under 10 years of age		Each	£159.00	£163.00	Inflation
Stillborn children		Each	£97.00	£99.00	Inflation
A. Burials for LBB Residents:					

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SERVICE	Subject to VAT	UNIT	Charges 2012/2013	Proposed Charges 2013/2014	COMMENTS
Foundation Certificate in Food Hygiene Courses					
Per person		Each	£79.00	£79.00	Fee frozen to remain competitive
Registered Charities		Each	£67.50	£67.50	Fee frozen to remain competitive
Council Services		Each	£56.50	£56.50	Fee frozen to remain competitive
Foundation Certificate in Food Hygiene Courses examination resit		Each	£31.50	£31.50	Fee frozen to remain competitive
Foundation Certificate in Food Hygiene Course - Update		Each	£50.50	£50.50	Fee frozen to remain competitive
Foundation Certificate in Food Hygiene Group Courses (14 - 20 candidates)		Per session	£1,098.00	£1,098.00	Fee frozen to remain competitive
Health and Safety at Work Courses					
Per person		Each	£83.00	£83.00	Fee frozen to remain competitive
Registered Charities		Each	£71.00	£71.00	Fee frozen to remain competitive
Council Services		Each	£59.50	£59.50	Fee frozen to remain competitive
Copy of entry/entries in Register of Food Premises					
Single entry		Each	£6.00	£6.00	no change
Per category of premises			£308.00	£308.00	no change
Full copy of register		Each	£774.00	£774.00	no change
Unsound Food (Business and Commercial premises) - collection and disposal			Actual cost + 30% admin fee	Actual cost + 30% admin fee	
Food Export Certificates			£66.00	£67.00	Inflation
Fresh Fish Inspection			1 ECU Equivalent	1 ECU Equivalent	
Primary Authority Recharge			N/A	Actual cost (officer hourly rate plus on costs)	New service - charge will depend on which officer handles the work
Sampling of Private Water Supplies (Private Water Supplies Regulations 1991)			Full analysis cost plus £81.50 per sampling visit	Full analysis cost plus £81.50 per sampling visit	
Pollution Prevention and Control Act 1999					
Type of Process					
Application Standard		each	£1,579	To be set by DEFRA October - December 2012	Statutory fee set by DEFRA
Application Reduced fee		each	£148	To be set by DEFRA October - December 2012	Statutory fee set by DEFRA
Application Petro. vapour &...		each	£246	To be set by DEFRA October - December 2012	Statutory fee set by DEFRA
Application Vehicle refinishers		each	£346	To be set by DEFRA October - December 2012	Statutory fee set by DEFRA
Application Mobile screening and crushing plant for 1st and 2nd permits		each	£1,579	To be set by DEFRA October - December 2012	Statutory fee set by DEFRA
Fee operating without a permit		each	£1137 Standard £68 reduced fee	To be set by DEFRA October - December 2012	Statutory fee set by DEFRA
Late payment fee		each	£52	To be set by DEFRA October - December 2012	Statutory fee set by DEFRA
Annual subsistence charge				To be set by DEFRA October - December 2012	Statutory fee set by DEFRA
Standard		each	Low £739, Med £1111 High risk £1674	To be set by DEFRA October - December 2012	Statutory fee set by DEFRA
Reduced fee		each	Low £76, Med £151 High risk £229	To be set by DEFRA October - December 2012	Statutory fee set by DEFRA
Petro. vapour &...		each	Low £108, Med £216 High risk £328	To be set by DEFRA October - December 2012	Statutory fee set by DEFRA
Vehicle refinishers		each	Low £218, Med £349 High risk £526	To be set by DEFRA October - December 2012	Statutory fee set by DEFRA
Mobile screening and crushing plant for 1st and 2nd permits		each	Low £618, Med £989 High risk £1486	To be set by DEFRA October - December 2012	Statutory fee set by DEFRA
Standard Transfer and substantial change		each	£162 transfer £1005 substantial change	To be set by DEFRA October - December 2012	Statutory fee set by DEFRA
Reduced fee Transfer and substantial change		each	£45 Partial transfer £75 new operator Substantial change £100	To be set by DEFRA October - December 2012	Statutory fee set by DEFRA
Adopt a tube scheme p/a			£126.00	£128.00	

App A - Paid For User Servs

SERVICE	Subject to VAT	UNIT	Charges 2012/2013	Proposed Charges 2013/2014	COMMENTS
General Licensing Fees					
Note: The fees set for animal licensing are influenced by those of the Corporation of London whose vets inspect these premises					
Animal Boarding Establishments (Animal Boarding Establishments Act 1963)					
New licence		Each	£474.00	£474.00	No change
Renewal licence		Each	£394.00	£394.00	No change
Animal Boarding Establishments - Home based "sitting" services (ABE Act 1963)					
New licence		Each	£169.00	£169.00	No change
Renewal licence		Each	£46.00	£46.00	No change
Renewal (where inspection required)		Each	£122.00	£122.00	No change
Breeding establishments for dogs (Breeding of Dogs Act 1973)					
New		Each	£451.00	£451.00	No change
Renewal		Each	£393.00	£393.00	No change
Dangerous wild animals (Dangerous Wild Animals Act 1976)					
New		Each	£514.00	£514.00	No change
Renewal		Each	£399.00	£399.00	No change
Performing Animals (Performing Animals (Regulations) Act 1925)					
Registration		Each	£144.00	£144.00	No change
Certificate		Each	£17.00	£17.00	No change
Pet Shops (Pet Animals Act 1951)					
New licence		Each	£486.00	£486.00	No change
Renewal licence		Each	£436.00	£436.00	No change
Reduced fee pet shop licence limiting trading to no more than 2 weeks per year (New)		Each	£62.00	£161.00	We have found we need to get City vets to visit to advise as standards are usually poor
Reduced fee pet shop licence limiting trading to no more than 2 weeks per year (Renewal)		Each	£30.00	£62.00	Each year an officer has had to visit to check on standards
Zoo (Zoo Licensing Act 1981)		Each	Costs incurred plus administrative on-cost of 30%	Costs incurred plus administrative on-cost of 30%	
Riding Establishments (Riding Establishments Acts 1964-70)					
New licence		Each	£706.00	£706.00	No change
Renewal licence		Each	£575.00	£575.00	No change
Licence for Massage and Special Treatments (including cosmetic skin piercing)					
Band A - Low risk and non-invasive treatments, including manicure, pedicure, ear and nose piercing using a single use piercing gun designed for the purpose, and sun beds					
New licence		Each	£213.00	£213.00	No change
Renewal licence		Each	£176.00	£176.00	No change
Band B - medium risk non-invasive treatments including some beauty treatments and therapeutic treatments, head, neck and below the knee massage.					
New licence		Each	£287.00	£287.00	No change
Renewal licence		Each	£259.00	£259.00	No change
Band C - Higher risk or invasive treatments, including body massage (other than described in Band B), electrolysis, acupuncture, tattooing, saunas and laser/intense pulsed light treatments.					
New licence		Each	£439.00	£439.00	No change
Renewal licence		Each	£367.00	£367.00	No change

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SERVICE	Subject to VAT	UNIT	Charges 2012/2013	Proposed Charges 2013/2014	COMMENTS
Enquiry including historical data multiple addresses			£98.00	£100.00	Inflation
Specialist Advice (Scientific Services)		Per hour	£187.00	£190.00	Inflation
Housing Reports					
Inspection of dwellings to meet visa requirements			£153.00	£157.00	Inflation
Housing Act 2004					
Service of an Improvement Notice		Each	£447.00	£459.00	Inflation
Service of a Suspended Improvement Notice		Each	£495.00	£509.00	Inflation
Service of a Prohibition Order		Each	£374.00	£384.00	Inflation
Service of a Suspended Prohibition Order		Each	£423.00	£435.00	Inflation
Service of an Emergency Prohibition Order		Each	£374.00	£384.00	Inflation
Service of a Demolition Order		Each	Hourly rate	Hourly rate	
Taking Emergency Remedial Action		Plus the cost of the work	£374.00	£374.00	
Add on fee to notice/order cost if electrical certificate is obtained		Each	£190.00	Actual cost plus 20% admin fee	Change due to possible fluctuation in price
Add on fee to notice/order cost if a gas certificate is obtained		Each	£150.00	Actual cost plus 20% admin fee	Change due to possible fluctuation in price
Add on fee to notice/order cost if a structural engineers report is obtained		Each	£500.00	Actual cost plus 20% admin fee	Change due to possible fluctuation in price
Copying grant files and postage		Each	£37.00	£37.00	No change
Copying enforcement files and postage		Each	£37.00	£37.00	No change
HMO Licensing					
New Licence fee		Per dwelling	£220.00	£197.00	Process recently reviewed leading to efficiencies in processing
Assisted Licence fee		Per dwelling	£276.00	£220.00	Process recently reviewed leading to efficiencies in processing
Minor Amendments to Licence e.g. change of owners address		Each change	£21.00	£26.00	non salary cost linked inflation e.g.petro
Discount for accredited landlords			10%	10%	
Discount for registered charities				10%	
Discount for return of correct application within 10 working days of application letter date				10%	to assist in speed of processing
Renewal Fee		Per dwelling	£198.00	£197.00	Review of process identified that it was identical in terms of officer time as a new application, the revised fee reflects this position
Revocation of licence / no longer licensable / refuse to licence / numbers of occupants reduced by conditions on licence. Once application submitted for specified number of lettings, costs have been incurred in processing application, draft and/or full licence			No refund	No refund	
Licence holder changing nominated manager (manager has to complete a Fit & Proper Person declaration)		Per request	£63.00	£63.00	non salary cost linked inflation e.g.petro
Variation of licence. Material change to the licence such as new facilities installed and licence can be varied for a greater number of occupiers		Per request	£79.00	£79.00	non salary cost linked inflation e.g.petro
Change in Licence holder is treated as a new application			(see above)	(see above)	
Pest Control					
Rats			£128.00	£130.00	Slight increase to reflect increase in materials
Mice			£128.00	£130.00	Slight increase to reflect increase in materials
Cockroaches			£125.00	£128.00	Slight increase to reflect increase in materials
Bed Bugs for a 2 bedroom property			£120.00	£125.00	Slight increase to reflect increase in materials
Bed Bugs (per additional bedroom)			£30.00	£32.00	Slight increase to reflect increase in materials
Fleas			£122.00	£125.00	Slight increase to reflect increase in materials
Exotic Ants			£160.00	£165.00	Slight increase to reflect increase in materials
Wasps			£62.00	£64.00	Slight increase to reflect increase in materials
Call out fee for advice (refundable against the full cost of treatment)			£22.00	£23.00	Slight increase to reflect increase in materials
Discount for residents receiving Means Tested Benefits			35% of relevant treatment fee	35% of relevant treatment fee	

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SERVICE	Subject to VAT	UNIT	Charges 2012/2013	Proposed Charges 2013/2014	COMMENTS
Reglazing, carpentry and plumbing, etc, due to tenant damage or neglect, etc. Unblocking wastes, resetting electrical trips/mending main fuses where due to faulty tenant appliance			Actual cost plus £26 Admin fee for repeat calls only	Actual cost plus £26.50 Admin fee for repeat calls only	inflation
Removal of furniture, rubbish, etc, from void properties			Actual costs plus £22 admin fee	Actual cost plus £26.50 Admin fee for repeat calls only	To bring in line with admin fee for other rechargeable works
Community Centres					
Rooms Accommodating					
Up to 25 people weekdays		Per hour	£19.00	£19.50	Inflation
Up to 25 people weekends		Per hour	£28.00	£28.50	Inflation
26-50 people weekdays		Per hour	£29.00	£29.50	Inflation
26-50 people weekends		Per hour	£35.00	£36.00	Inflation
51-100 people weekdays		Per hour	£30.00	£30.50	Inflation
51-100 people weekends		Per hour	£40.00	£41.00	Inflation
101-150 people weekdays		Per hour	£31.00	£31.50	Inflation
101-150 people weekends		Per hour	£41.00	£42.00	Inflation
151 –200 people weekdays		Per hour	£34.00	£34.50	Inflation
152 –200 people weekends		Per hour	£49.00	£50.00	Inflation
All hirers of letting rooms must maintain adequate public liability insurance. Proof of such insurance cover must be provided to the council prior to the booking being accepted. Alternatively cover will be provided by the council at a premium of 5.25% of the letting fee that includes					
The following discounts apply:					
Scale 1	No Discount				
Scale 2	25% Discount for Recreational users including religious meetings, art, drama, dance and sport				
Scale 3	50% Discount for Education and Health users and councillors surgeries				
Scale 4	70% Discount for Tenant & Leaseholder meetings and youth organisations				
Regeneration					
Head of Service		Per hour	£84.00	£86.25	Inflation
Regeneration and Development Manager		Per Hour	£66.15	£68.00	Inflation
Principal Project Manager		Per hour	£66.15	£68.00	Inflation
Senior Project Manager		Per hour	£59.75	£61.25	Inflation
Assistant Project Manager		Per hour	£43.68	£44.75	Inflation
Programme & Skills Manager		Per hour	£52.13	£53.50	Inflation
Skills Development Coordinator		Per hour	£42.63	£43.75	Inflation
Project Support Officer		Per hour	£26.41	£27.00	Inflation
Street Naming and Numbering					
Application for numbering a property	N	Per property	£85.00	£87.25	Inflation
Application for naming a road (Authority choice of name)	N		£300.00	£308.50	Inflation
Application for naming a road (Applicants choice of name adhering to SNN Policy, with Fire Brigade approval)	N		£450.00	£463.00	Inflation
Naming or renaming of house or block of flats (Authority choice of name)	N		£120.00	£123.25	Inflation
Naming or renaming of house or block of flats (Applicants choice of name, adhering to SNN Policy, with Fire Brigade approval)	N		£200.00	£205.75	Inflation
Naming or renaming of commercial premises (Authority choice of name)	N		£175.00	£180.00	Inflation

SERVICE	Subject to VAT	UNIT	Charges 2012/2013	Proposed Charges 2013/2014	COMMENTS
Naming or renaming of commercial premises (Applicants choice of name, adhering to SNN Policy, with Fire Brigade approval)	N		£250.00	£257.25	Inflation
Enforcement of street naming and numbering (where an application hasn't been made)	N		£150	£154.25	No change
Numbering new developments	N	5 to 19 units		£425 + 35 per unit	New charge
	N	20 to 50 units		£950 + £25 per unit	New charge
		Above 50 units	by assessment		
Land Charges					
Full Search			£200.00		
Expedited 24 hr. Full Search			£235.00		
Certificate of Search (LLC1)			£67.50		
Additional Enquiries (each)			£45.00		
Extra Parcels of Land (each)			£45.00		
Part II Enquiries (each)			£23.00		
CON29 ONLY			£132.50		
Search refresh - within 93 days of original search			£85.00		
Online Search - via NLIS					
NLIS full search			£195.00		
Expedited 24 hour full search			£235.00		
NLIS LLC1			£65.00		
NLIS CON 29			£130.00		
Any one requesting 9 Searches or more at the same time will be entitled to a 10% discount.					
Personal Searches					
One Parcel of Land (View only)			£0.00		
One Parcel of Land (copy of documentation provided)			£25.00		
Extra Parcels of Land (each)			£1.50		
Inspection of Documents (each)			£3.00		
PLANNING AND BUILDING REGULATIONS					
1.1. Planning and building decisions and pending applications					
Which of the following relating to the property have been granted, issued or refused or (were applicable) are the subject of pending applications?					
(a) a planning permission *					
(b) a listed building consent *					
(c) a conservation area consent *					
(d) a certificate of lawfulness of existing use or developm					
(e) a certificate of lawfulness of proposed use or develop					
(f) building regulations approval					
(g) a building regulation completion certification					
(h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme					
1.2. Planning designations and proposals					
What designations of land use for the property or the area, and what specific proposals of the property, are contained in any existing or proposed development plan?					
ROADS					
2. Roadways, footways and footpaths					
Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are					
(a) highways maintainable at public expense *					

SERVICE	Subject to VAT	UNIT	Charges 2012/2013	Proposed Charges 2013/2014	COMMENTS
(b) subject to adoption and, supported by a bond and bo (c) to be made up by a local authority who will reclaim the cost from the frontagers (d) to be adopted by a local authority without reclaiming the cost from the frontagers	£10				
OTHER MATTERS					
3.1 Land required for public purposes					
Is the property included in the land required for public pu	£10				
3.2 Land to be acquired for road works					
Is the property included in land to be acquired for road w	£10				
3.3 Drainage agreements and consents					
Do either of the following exist in relation to the property (a) an agreement to drain buildings in combination into an existing sewer by means of a private sewer *	£10				
(b) an agreement or consent for (i) a building, or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main? 8					
3.4 Nearby road schemes					
Is the property (or will it be) within 200 metres of any of t (a) the centre line of a new trunk road or special road specified in any order, draft order or scheme (b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass flyover, footbridge, elevated road or dual carriageway (c) the outer limits of construction works for a proposed alteration or improvement to an existing road involving (i) construction of a roundabout (other than a mini roundabout) or (ii) widening by construction of one additional traffic lanes (d) the outer limits of (i) construction of a new road to be built by a local authority (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway (iii) construction of a roundabout (other than a mini roundabout) or widening by construction or one or more additional traffic lanes. (e) the centre line of the line proposed route of the new road under proposals published for public consultation (f) the outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway (ii) construction of a roundabout (other than a mini roundabout) (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation	£15				
3.5. Nearby railway schemes					
Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tram, light railway or monorail?	£10				
* Information available free of charge online					

Trading Standards and Licensing					
Weights and Measures					
Linear Measure not exceeding 3m for each scale	N	Each	£12.50	£12.50	No Change
Capacity measures (without divisions or sub divisions) (not exceeding 1 L)	N	Each	£12.50	£12.50	No Change

SERVICE	Subject to VAT	UNIT	Charges 2012/2013	Proposed Charges 2013/2014	COMMENTS
(b) subject to adoption and, supported by a bond and bo c) to be made up by a local authority who will reclaim the cost from the frontagers (d) to be adopted by a local authority without reclaiming the cost from the frontagers	£10				
OTHER MATTERS					
3.1 Land required for public purposes					
Is the property included in the land required for public pu	£10				
3.2 Land to be acquired for road works					
Is the property included in land to be acquired for road w	£10				
3.3 Drainage agreements and consents					
Do either of the following exist in relation to the property (a) an agreement to drain buildings in combination into an existing sewer by means of a private sewer *	£10				
(b) an agreement or consent for (i) a building, or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main? 8					
3.4 Nearby road schemes					
Is the property (or will it be) within 200 metres of any of t (a) the centre line of a new trunk road or special road specified in any order, draft order or scheme (b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass flyover, footbridge, elevated road or dual carriageway (c) the outer limits of construction works for a proposed alteration or improvement to an existing road involving (i) construction of a roundabout (other than a mini roundabout) or (ii) widening by construction of one additional traffic lanes (d) the outer limits of (i) construction of a new road to be built by a local authority (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway (iii) construction of a roundabout (other than a mini roundabout) or widening by construction or one or more additional traffic lanes. (e) the centre line of the line proposed route of the new road under proposals published for public consultation (f) the outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway (ii) construction of a roundabout (other than a mini roundabout) (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation	£15				
3.5. Nearby railway schemes					
Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tram, light railway or monorail?	£10				
* Information available free of charge online					

Trading Standards and Licensing					
Weights and Measures					
Linear Measure not exceeding 3m for each scale	N	Each	£12.50	£12.50	No Change
Capacity measures (without divisions or sub divisions) (not exceeding 1 L)	N	Each	£12.50	£12.50	No Change

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SERVICE	Subject to VAT	UNIT	Charges 2012/2013	Proposed Charges 2013/2014	COMMENTS
Cubic Ballast measures (other than brim measures)	N	Each	£191.00	£191.00	No Change
Other types					
1 meter test	N	Each	£146.00	£146.00	No Change
2 meter tests	N	Each	£241.50	£241.50	No Change
3 meter tests	N	Each	£302.50	£302.50	No Change
4 meter tests	N	Each	£381.00	£381.00	No Change
5 meter tests	N	Each	£460.00	£460.00	No Change
6 meter tests	N	Each	£544.00	£544.00	No Change
7 meter tests	N	Each	£629.00	£629.00	No Change
8 meter tests	N	Each	£706.50	£706.50	No Change
Petrol Pumps					
Multigrade type (price computing) single outlet	N	Each	£122.00	£122.00	No Change
Other types (price computing) single outlet	N	Each	£122.00	£122.00	No Change
Container type unsubdivided	N	Each	£83.00	£83.00	No Change
Other types					
Additional costs involved in testing ancillary equipment which require additional testing on site such as credit card acceptors	N	Per extra officer hour	£90.50	£90.50	No Change
Measuring equipment for intoxicating liquor					
Not exceeding 150ml	N	Each	£20.00	£20.00	No Change
Other	N	Each	£37.00	£37.00	No Change
Weights	N	per Officer Hour	£90.50	£90.50	No Change
Weighing instruments					
<15kg	N	Each	£46.00	£46.00	No Change
15 - <100kg	N	Each	£61.75	£61.75	No Change
100kg - ,250kg	N	Each	£87.00	£87.00	No Change
250 -< 1 tonne	N	Each	£140.50	£140.50	No Change
1 tonne - < 10 tonne	N	Each	£189.00	£189.00	No Change
10 tonne - < 30 tonne	N	Each	£392.50	£392.50	No Change
30 tonne - < 60 tonne	N	Each	£602.50	£602.50	No Change
Additional costs involved in testing instruments calibrated to weigh	N	Per additional hour	£90.50	£90.50	No Change
Measuring equipment for measuring liquid fuels in excess of 100L dispensed from road tankers					
Meter measuring system					
Wet hose type, based on 2 liquids being used for testing	N	Each	£198.50	£198.50	No Change
Dry hose type, based on 2 liquids being used for testing	N	Each	£214.00	£214.00	No Change
Dipstick measuring system					
2.1 up to and including 7600 L	N	Each	£185.00	£185.00	No Change
Replacement dipsticks (including examination of compartment)	N	Each	£48.50	£48.50	No Change
> 7600L	N	Each	£181.50 plus £90.50 per officer per hour	£181.50 plus £90.50 per officer per hour	No Change
Initial dipstick	N	Each	£23.00	£23.00	No Change
Spare dipstick	N	Each	£23.00	£23.00	No Change
Other weighing or measuring equipment					
For examining, adjusting, testing, stamping, authorising, waiting/downtime (at the cause of the customer) during normal office hours	N	Per Officer Hour	£90.50	£90.50	No Change
For examining, adjusting, testing, stamping, authorising, waiting/downtime (at the cause of the customer) outside of office hours	N	Per officer hour	£179.50	£179.50	No Change
Poisons					

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SERVICE	Subject to VAT	UNIT	Charges 2012/2013	Proposed Charges 2013/2014	COMMENTS
Inclusion on the list to sell poisons	n	Per application	£60	£60	£60
Alteration of list	n	Per application	£25	£25	£25
Retention of name on list	n	Per application	£60	£60	£60
Motor Salvage Operators licence					
Sole trader	n	Per application	£112	£112	£112
Limited Company	n	Per application	£112	£112	£112
For second and each subsequent director	n	Per application	£112	£112	£112
Partnership	n	Per application	£112	£112	£112
For second and subsequent partner	n	Per application	£112	£112	£112
Certified copy of register entry	n	Per application			
Fireworks					
Licence to sell fireworks all year round	n	Per application	maximum statutory fee,	maximum statutory fee,	maximum statutory fee,
Fireworks storage registration new applications	n	Per application	maximum statutory fee	maximum statutory fee	maximum statutory fee
Fireworks storage applications	n	Per application	maximum statutory fee	maximum statutory fee	maximum statutory fee
Renewal	n	Per application	maximum statutory fee	maximum statutory fee	maximum statutory fee
Sex Establishments - new	n	Per application	£2,150	£2,150	this is under review and will be put up before April
Sex Establishments - renewal	n	Per application	£2,150	£2,150	this is under review and will be put up before April
Hydroplan	n	Per Event	£21	£21	£21
Street Trading – Permanent licences	n	Per application	£1.32 per sq Metre per day	£1.32 per sq Metre per day	£1.32 per sq Metre per day
Street Trading – Temporary Licences	n	Per application	Up to 3 Sq M £100 3-10 Sq M £300 10-15 Sq M £600 Over 15 Sq M (max 25Sq M) £900	Up to 3 Sq M £100 10 Sq M £300 10-15 Sq M £600 Over 15 Sq M (max 25Sq M) £900	Up to 3 Sq M £100 3-10 Sq M £300 10-15 Sq M £600 Over 15 Sq M (max 25Sq M) £900
Sports Grounds					
New sports stadium certificate	n	Per application	this is under review as we have not charged in the past and will be set in next few months		this is under review and will be put up before April
New regulated stand certificate	n	Per application	this is under review as we have not charged in the past and will be set in next few months		this is under review and will be put up before April
Amendment to sports stadium certificate	n	Per application	this is under review as we have not charged in the past and will be set in next few months		this is under review and will be put up before April
Amendment to regulated stand	n	Per application	this is under review as we have not charged in the past and will be set in next few months		this is under review and will be put up before April
Gambling					
new					
new Bingo Premises	n	Per application	1110		fee changes are agreed by licensing committee
new Adult Gaming Centre	n	Per application	1110		fee changes are agreed by licensing committee
new Betting Premises Track	n	Per application	1110		fee changes are agreed by licensing committee
new Family Entertainment Centre	n	Per application	1110		fee changes are agreed by licensing committee
new Betting Premises (Other)	n	Per application	1110		fee changes are agreed by licensing committee
annual fee	n				
Bingo Premises annual fee	n		580		fee changes are agreed by licensing committee
Adult Gaming Centre annual fee	n		580		fee changes are agreed by licensing committee
Betting Premises Track annual fee	n		580		fee changes are agreed by licensing committee

SERVICE	Subject to VAT	UNIT	Charges 2012/2013	Proposed Charges 2013/2014	COMMENTS
Family Entertainment Centre annual fee	n		580		fee changes are agreed by licensing committee
Betting Premises (Other) annual fee	n		580		fee changes are agreed by licensing committee
Provisional Statement	n				
Bingo Premises Provisional Statement	n	Per application	1070		fee changes are agreed by licensing committee
Adult Gaming Centre Provisional Statement	n	Per application	1070		fee changes are agreed by licensing committee
Betting Premises Track Provisional Statement	n	Per application	1070		fee changes are agreed by licensing committee
Family Entertainment Centre Provisional Statement	n	Per application	1070		fee changes are agreed by licensing committee
Betting Premises (Other) Provisional Statement	n	Per application	1070		fee changes are agreed by licensing committee
Application Fee – Provisional Statement Holders	n				
Bingo Premises Application Fee – Provisional	n	Per application	1000		fee changes are agreed by licensing committee
Adult Gaming Centre Application Fee – Provisional	n	Per application	1000		fee changes are agreed by licensing committee
Betting Premises Track Application Fee – Provisional	n	Per application	950		fee changes are agreed by licensing committee
Family Entertainment Centre Application Fee	n	Per application	950		fee changes are agreed by licensing committee
Betting Premises (Other) Application Fee – Provisional	n	Per application	1000		fee changes are agreed by licensing committee
Transfer	n				
	n	Per application	Proposed fee		fee changes are agreed by licensing committee
Bingo Premises transfer	n	Per application	1060		fee changes are agreed by licensing committee
Adult Gaming Centre transfer	n	Per application	1060		fee changes are agreed by licensing committee
Betting Premises Track transfer	n	Per application	950		fee changes are agreed by licensing committee
Family Entertainment Centre transfer	n	Per application	950		fee changes are agreed by licensing committee
Betting Premises (Other) transfer	n	Per application	1060		fee changes are agreed by licensing committee
Variation	n				
	n	Per application	Proposed fee		fee changes are agreed by licensing committee
Bingo Premises Variation	n	Per application	1020		fee changes are agreed by licensing committee
Adult Gaming Centre Variation	n	Per application	1000		fee changes are agreed by licensing committee
Betting Premises Track Variation	n	Per application	1020		fee changes are agreed by licensing committee
Family Entertainment Centre Variation	n	Per application	1000		fee changes are agreed by licensing committee
Betting Premises (Other) Variation	n	Per application	1020		fee changes are agreed by licensing committee
Reinstatement	n				
Bingo Premises Reinstatement	n	Per application	600		fee changes are agreed by licensing committee
Adult Gaming Centre Reinstatement	n	Per application	600		fee changes are agreed by licensing committee
Betting Premises Track Reinstatement	n	Per application	600		fee changes are agreed by licensing committee
Family Entertainment Centre Reinstatement	n	Per application	600		fee changes are agreed by licensing committee
Betting Premises (Other) Reinstatement	n	Per application	600		fee changes are agreed by licensing committee
Permit	n				
Notification of change of circumstances fee	n	Per application	50		fee changes are agreed by licensing committee
Copy of Licence Fee – All Premises	n	Per application	25		fee changes are agreed by licensing committee
Building Control					
		2012/2013	2013/2014		
Building Control Publications					
Building Regulations - Additional copies of decision notices/completion certificates on full plans applications, building notices and regularisations	N	£70.00	£72.00		
Completion certificates ordered with a building notice		£35.00	£36.00		
Dangerous Structures					
Cost recovery, in accordance with The London Building Acts 1939 . Dangerous Structure		Cost recovery	Cost recovery		
Demolition					
Cost recovery, in accordance with The London Local Authority Act 2004		£250.00	£250		
Correspondence requiring research to answer					

SERVICE	Subject to VAT	UNIT	Charges 2012/2013	Proposed Charges 2013/2014	COMMENTS
per question per address	N	£70.00	£70.00		
Reproduction of maps/drawings					
A1-A0	N	£17.85	£21.00		
A2	N	£12.60	£15.75		
A3	N	£7.88	£3.00		
A4	N	£6.30	£1.50		
Photocopying					
A3	N	£2.99	£3.00		
A4	N	£1.47	£1.50		
Postage					
A4 package	N	£6.00	£6.17		
A4	N	£4.00	£4.11		
A5	N	£2.00	£2.05		
Faxed Information - per A4 page in addition to relevant charge	N	£6.00	£6.17		

Table A Jan 2013

Use this table for certain domestic work where the cost of works is less than £150,000 (excluding VAT)		Full Plans		Building Notice	Regularisation and Reversions
		Deposit Charge	Inspection Charge	Deposit Charge	
Extensions, loft conversions and ancillary accommodation	<40m2	£218.40	£327.60	£546.00	£709.80
	40-60m2	£268.80	£403.20	£672.00	£873.60
	Each additional 40m2	£50.40	£75.60	£126.00	£163.80
	Basements, as above but add on	£134.40	£201.60	£336.00	£436.80
	Detached garage/carport/conservatory as above rates but deduct	£48.00	£72.00	£120.00	£156.00
	Ancillary insulated detached e.g. store/gym/playroom; as above	£218.40	£327.60	£546.00	£709.80
	Garage/conservatory to habitable use	£134.40	£201.60	£336.00	£436.80
Other works	New bathroom or w/c compartment	£100.80	£151.20	£252.00	£327.60
	Reroofing; per dwelling immediately below roof	£100.80	£151.20	£252.00	£327.60
	Structural opening	£100.80	£151.20	£252.00	£327.60
	Removal of chimney breast	£100.80	£151.20	£252.00	£327.60
	Electrical wiring 12 or < circuits (Typical 4 bed house)	£100.80	£151.20	£252.00	£327.60
	Conversion of building into one dwelling	£252.00	£378.00	£630.00	£819.00
Conversion and New Build	Conversion of flat or building into two dwellings	£252.00	£378.00	£630.00	£819.00
	Each additional dwelling	£100.80	£151.20	£252.00	£327.60
	New dwelling < 300m2	£336.00	£504.00	£840.00	£1,092.00
	Each additional dwelling	£100.80	£151.20	£252.00	£327.60

Table B Jan 2013

All other works (excluding VAT)		Full Plans		Building Notice	Regularisation & Reversions.
		Deposit Charge	Inspection Charge	Deposit Charge	
Estimated Cost of works					
£0 - £500		£140.00	Nil	£140.00	£182.00
£500 - £5,000		£230.00	Nil	£230.00	£299.00
£5,001 - £6,000		£99.20	£148.80	£248.00	£322.40
£6,001 - £7,000		£106.40	£159.60	£266.00	£345.80

App A - Paid For User Servs

SERVICE	Subject to VAT	UNIT	Charges 2012/2013	Proposed Charges 2013/2014	COMMENTS
£7,001 - £8,000		£113.60	£170.40	£284.00	£369.20
£8,001 - £9,000		£120.40	£180.60	£301.00	£391.30
£9,001 - £10,000		£127.20	£190.80	£318.00	£413.40
£10,001 - £11,000		£134.00	£201.00	£335.00	£435.50
£11,001 - £12,000		£140.80	£211.20	£352.00	£457.60
£12,001 - £13,000		£147.20	£220.80	£368.00	£478.40
£13,001 - £14,000		£153.60	£230.40	£384.00	£499.20
£14,001 - £15,000		£160.00	£240.00	£400.00	£520.00
£15,001 - £16,000		£166.40	£249.60	£416.00	£540.80
£16,001 - £17,000		£172.80	£259.20	£432.00	£561.60
£17,001 - £18,000		£179.20	£268.80	£448.00	£582.40
£18,001 - £19,000		£185.60	£278.40	£464.00	£603.20
£19,001 - £20,000		£192.00	£288.00	£480.00	£624.00
Estimated cost over £20,000.00 - 1st January 2013					
20,001 - 30,000		£192.00 Add £4.80 + vat per £1,000 or part thereof up to £30,000	£288.00 Add £7.20 + vat per £1,000 or part thereof up to £30,000	£480.00 Add £12.00 per £1,000 or part thereof up to £30,000	£624.00 Add £15.60 per £1,000 or part thereof up to £30,000
30,001 - 100,000		£240.00 Add £4.00 + vat per £1,000 or part thereof up to £100,000	£360.00 Add £6.00 + vat per £1,000 or part thereof up to £100,000	£600.00 Add £10.00 per £1,000 or part thereof up to £100,000	£780.00 Add £13.00 per £1,000 or part thereof up to £100,000
100,001 - 150,000		£520.00 Add £1.88 + vat per £1,000 or part thereof up to £150,000	£780.00 Add £2.82 + vat per £1,000 or part thereof up to £150,000	£1300.00 Add £4.70 per £1,000 or part thereof up to £1500,000	£1690.00 Add £6.11 per £1,000 or part thereof up to £150,000
More than £150,000		By assessment	By assessment	By assessment	By assessment

Important Notes

1. The fixed charges above have been calculated on the basis that you will be using an experienced builder to carry out the works and that domestic electrical work will be carried out by a registered competent electrician. If you do not do so this may lead to additional work for us, should this happen we may have to ask you to pay additional charges to cover any increased costs we may incur.
2. The charges above are for each element of work. If multiple elements are being carried out or the cost of the works are more than £150,000 it is recommended you request a fee by assessment. Please call 020 8359 4500 for a quote, it would help us if you provide us with a completed Quotation Request form **Hyperlink** and email it to us with a copy of the existing and proposed layout drawing to **building.control@barnet.gov.uk**
3. NB! For cost of works more than £150,000 please Tel 020 8359 4500 for a quotation. it would help us if you completed Quotation Request form **Hyperlink** and email it to us with a copy of the existing and proposed layout drawing to **building.control@barnet.gov.uk**

Highways
Where not covered by existing fees set out above, charges to be based on costs incurred on project plus [redacted] markup, to cover Service Provider [redacted] overhead recovery and [redacted] profit margin (when calculated as a percentage of revenue.)

Appendix B Not Used

Appendix C Not Used

Appendix D NSCSO Influenced KPIs

Building Control

PI006	Customer access to information and data	Partner to use IT to improve self help and access to information for users.	<i>Dependency on IT service provision</i>
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Land Charges

KPI001	Full Official Searches / online and post	Provide search results for full searches including additional questions	<i>Dependency on IT service provision</i>
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Highways Network Management

KPI3.1	Dealing with Emergency reactive defects - make safe	To measure success in completing tasks/works within agreed timescales	<i>Dependency on information from Customer Services</i>
KPI3.2	Dealing with Cat 1 reactive defects	To measure success in completing tasks/works within agreed timescales	<i>Dependency on information from Customer Services</i>

KPI5	Maintaining and updating Management/IT systems to ensure accuracy of data	To measure compliance with keeping accurate and timely records	
KPI5.1	Ensure a smooth transition by taking over and managing the Authorities existing Management Information systems/database at Service Commencement or introduce new systems (including transferring the authorities existing data) to ensure business continuity	To ensure that Management systems are transferred/implemented such that all historical and new data is accurately recorded and maintained	<i>Dependency on IT provider</i>

Regeneration

App D - NSCSO influenced KPIs

REGENKPI02	Budgetary and Financial Controls	Manage all budgets for each regeneration scheme including all Council recharges for services provided to support regeneration. Recover the Council's historic and operational costs in accordance with the PDAs. and collection of any overage as defined in the PDAs.	<i>Dependency on corporate financial systems</i>
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Appendix E - Not Used

Appendix F Day Rates

Page redacted

Appendix G Volume Trigger Payments

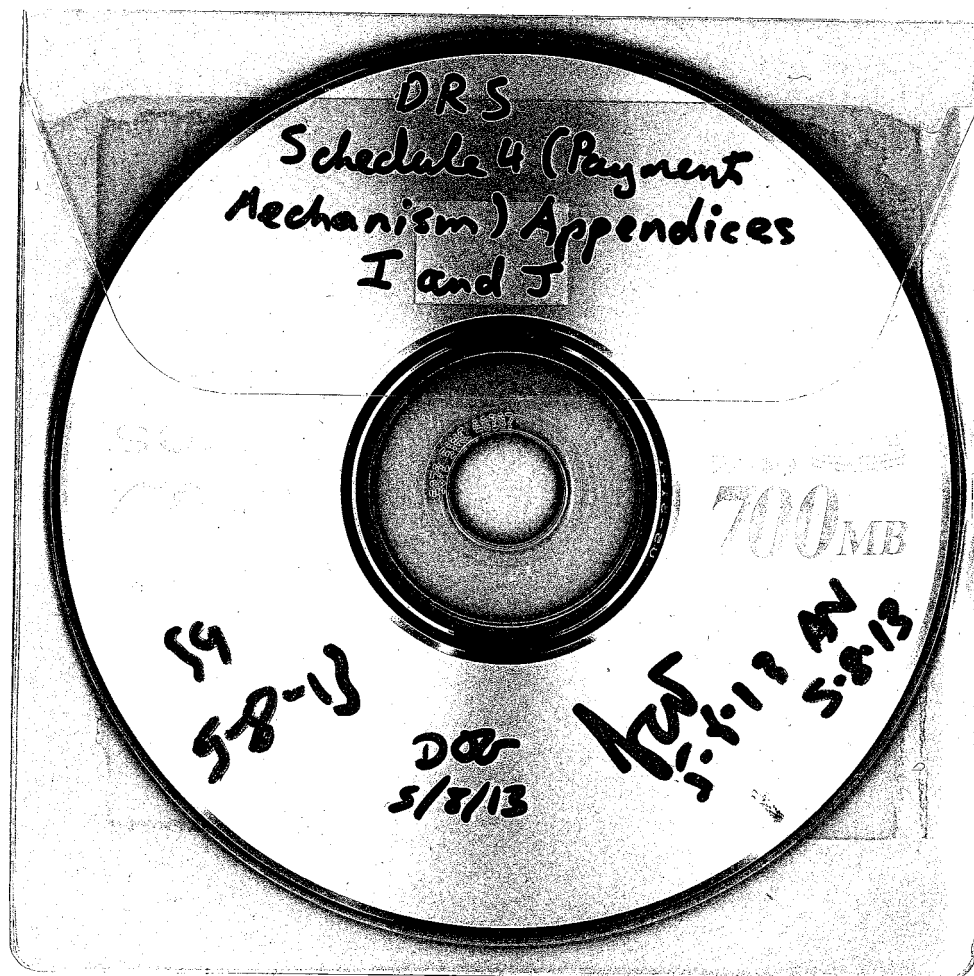
SERVICE WORKSTREAM	SUMMARY OF WORK				Cost to business £55,000,000	Suggested Volume Tolerance/ Budget	Price Revision			Price Revision			Price increase/decrease per TE
	Base volume	Additional volume	Base volume	Additional volume			95% - 90%	95% - 92.5%	95% - 90%	110% - 105%	110% - 105%	115% - 110%	
PDM	Enforcements	1,600	Planning enforcement enquiries received			N	95% - 110%						NA
	Process TPOS	0				N	Policy Change						TBC between the parties - with reference to appropriate skill/ grade and day rate
	Planning admin and management	0				N	Policy Change						TBC between the parties - with reference to appropriate skill/ grade and day rate
	AD	0				N	Policy Change						TBC between the parties - with reference to appropriate skill/ grade and day rate
Environmental Health	Handle Environmental Health complaints	8,490	Handle Environmental Health complaints			N	95% - 110%						NA
	Carry out planned inspections	1,879	Carry out planned inspections			N	95% - 110%						NA
	Handle pest control complaints	1,727	Handle pest control complaints			N	95% - 110%						NA
	Handle major enforcement action	0				N	Policy Change						TBC between the parties - with reference to appropriate skill/ grade and day rate
	Support EHM department	0				N	Policy Change						TBC between the parties - with reference to appropriate skill/ grade and day rate
	Record all inward calls	0				N	Policy Change						TBC between the parties - with reference to appropriate skill/ grade and day rate
	Care & Repair	0				N	Policy Change						TBC between the parties - with reference to appropriate skill/ grade and day rate
	Liaison Officer	0				N	Policy Change						TBC between the parties - with reference to appropriate skill/ grade and day rate
	Planning Consultation	0				N	Policy Change						TBC between the parties - with reference to appropriate skill/ grade and day rate

MA

Appendix H – Not Used

Appendix I –Financial Proforma

The Parties hereby acknowledge and agree that the Financial Proforma as at the date of this Agreement consists of those worksheets within the Microsoft Excel spreadsheet titled 'DRS - Capita Symonds ISFT v3.1' - for circulation to client' identified as 'Client Proformas' and marked with the worksheet suffix H" in the Agreed Form appearing on the CD attached to this Appendix I (Financial Proforma) of Schedule 4 (Payment Mechanism).



Appendix J – Financial Model

The Parties hereby acknowledge and agree that the Financial Model as at the date of this Agreement is the financial model contained in the Microsoft Excel spreadsheet titled "DRS - Capita Symonds ISFT v3.1 - for circulation to client" in the Agreed Form appearing on the CD attached to this Appendix J (Financial Model) of Schedule 4 (Payment Mechanism).

Appendix K Not Used

Appendix L - CDP Day 1 Projects

1. Where a CDP Initiative or service is shown to be a day one business case in (as set out in column "Day 1 projects" of schedule 37) and is not indicated to be part of the Service Provider's Guaranteed Minimum Income as set out in column "A/G" of schedule 37 as being those items marked with an "A" (the **CDP Initiative(s)**) the Service Provider will use all reasonable endeavours to ensure that the costs incurred in delivering it do not exceed the amount set out in the column "CSL cost" of schedule 37 or percentages set out in column "Cost/Income" of schedule 37.
2. The parties recognise that the CDP Initiatives contain the Service Provider's estimate of costs that the proportions and ratios of cost, margin and shares of surplus distribution may be open to change after the Service Transfer Date, as a result of the due diligence that will take place between the Agreement Date and the Service Transfer Date or where market conditions change, but subject to the provisions of paragraph 1 of this rider. Noting that whilst the amounts available for sharing between the parties may change the percentage of those shares are as per those agreed in schedule 4 (Payment Mechanism) and in the Joint Venture Agreement, and summarised in schedule 37, and shall not change. Any changes or proposed changes related to this rider must be submitted in writing to the Authority for its written approval.
3. In accordance with this, the Service Provider will provide monthly information on the financial performance of each commercial initiative in relation the delivery of the CDP Initiatives identified in paragraph 1 of this rider to enable the Partnership Operations Board to understand the current and forecast costs arising from each initiative, the current and forecast income, and details of any items likely to materially affect the delivery of those CDPs in line with schedule 37.
4. In the event that those reports show that there is likely to be an increase above the costs set out in the column "CSL cost" of schedule 37 or percentages set out in column "Cost/Income" of schedule 37, the Service Provider will use all reasonable endeavours to ensure that the cost and therefore profitability and surplus distribution remain at the anticipated levels set out in Schedule 37. Notwithstanding this, where the parties identify that a variance in excess of 10% is forecast, the Service Provider will provide a rectification plan to the Operations Board of mitigations to be applied during the next reporting period, including but not limited to;
 - a. Seeking to increase income targets to ensure that the initiative achieves the overall proportions and ratios of cost and surplus distributions of profit set out in columns "CSL cost" and "Cost/Income" of schedule 37,
 - b. Reviewing the activities and staff engaged on the initiative with a view to reducing the costs or reprioritising activities to reduce the costs and retain the overall proportions and ratios of cost and surplus distributions of profit set out in columns "CSL cost" and "Cost/Income" of schedule 37
 - c. Review the marketing or other indirect costs to see if alternative approaches can be established to reduce the associated costs and retain the overall proportions and ratios of cost and surplus distributions of profit set out in columns "CSL cost" and "Cost/Income" of schedule 37

5. The Service Provider will report back its findings at the next Partnership Operations Board meeting, and in the event that such a review does not identify the means to retain the ratios of cost and surplus distributions of profit set out in columns "CSL cost" and "Cost/Income" of schedule 37, the Service Provider will as soon as reasonably possible indicate in writing to the Authority that this is the case and the parties shall meet in good faith to discuss whether the CDP Initiative should continue, be amended or should be stopped. In the event that the outcome is that an initiative should be ceased, the parties will discuss and agree in good faith and confirm in writing which alternative CDP Initiatives should be brought forward for Business Plan Approval to replace the initiative that has been stopped, and the initiative that has been agreed to be ceased shall be ceased.