

DCP 271 Draft Legal Text

Process and Costs of Providing Additional Hunter Facilities

Amend paragraph 2.3 of Schedule 25 as follows:

- 2.3 Paragraph 2.1 shall not apply in respect of TRAS Liabilities to the extent that DCUSA Ltd has a claim against another person in respect of such TRAS Liabilities. Such other persons may include one or more of the TRAS Service Provider, SPAA Ltd, the Supplier Parties and the Secretariat. Such a claim may include a claim for payment by a Supplier Party under Paragraph 9. In the case of any such claim against any such person, DCUSA Ltd shall take all reasonable steps and proceedings to pursue and recover any amounts to which it is entitled from such other persons, unless and until the Panel determines (in consultation with Supplier Parties) that there is no reasonable prospect of success.

Deleted: such circumstances

Add a new Paragraph 9 in Schedule 25 as follows:

9. **ADDITIONAL TRAS SERVICES**

- 9.1 A Supplier Party may, from time to time, request the provision of additional services or functionality pursuant to the TRAS Contract; provided that the Supplier Party pays the additional charges applicable to the additional services or functionality.
- 9.2 The additional services or functionality that can be requested, and the charges applicable to such additional services or functionality, are described in Appendix 4 to this Schedule 25.
- 9.3 A Supplier Party that wishes to obtain any of the additional services or functionality provided for in Appendix 4 of this Schedule 25 shall submit its request to the TRAS Contract Manager. As soon as reasonably practicable following receipt of each such request, DCUSA Ltd shall procure that the TRAS Service Provider provides the Supplier Party with such additional services or functionality; subject to and in accordance with the provisions of the TRAS Contract, and subject to payment by the Supplier Party of the applicable charges.

- 9.4 DCUSA Ltd shall invoice each Supplier Party for the charges (if any) incurred by that Supplier Party pursuant to this Paragraph 9 on or around the same date as it submits invoices under Clause 8 of the main body of this Agreement. Each Supplier Party to which such an invoice is addressed shall pay that invoice within the same time period as applies under Clause 8 (and interest as provided for under Clause 8.14 shall apply to late payments).

Add a new Appendix 4 to Schedule 25 as follows:

Appendix 4 to Schedule 25 – Description of Additional TRAS Services and Applicable Charges

1. **Additional Hunter User Licences**

- (a) The TRAS Contract provides that each Supplier Party is entitled (as standard) to a maximum number of user licences to access the Hunter System. The Hunter System is described in Appendix 1 to this Schedule 25.
- (b) A Supplier Party may request provision of additional user licences under Paragraph 9 of this Schedule 25.
- (c) Additional user licences will be charged at the following rates (per Financial Year):
 - (i) £6,000 for a block of 10 additional user licences configured for a single Supplier Party at the same time; or
 - (ii) £4,000 for a block of 5 additional user licences configured for a single Supplier Party at the same time; or
 - (iii) £2,500 for a block of 3 additional user licences configured for a single Supplier Party at the same time; or
 - (iv) £900 for each single additional user licence,

DCUSA (Gowling WLG: 21 July 2016)

which rates shall be adjusted with effect from 1 April each year to reflect any increase in the UK retail price index (all items) between [April 2016] and the most recently published figures prior to such 1 April.

- (d) DCUSA Ltd shall ensure that, on the first Working Day of February each year, the TRAS Service Provider calculates the number of additional user licences held by each Supplier Party (i.e. the number of user licences held by a Supplier Party in excess of the number to which a Supplier Party is entitled as standard), and notifies the Supplier Party's contract manager of that number.
- (e) By the 10th Working Day of March each year, each Supplier Party shall inform the TRAS Contract Manager of the number and the details of the additional user licences that the Supplier Party wants for the following Financial Year.
- (f) The charge for additional user licences requested in accordance with paragraph (e) above shall be invoiced in April, the first month of the Financial Year. Additional user licences requested in respect of a Financial Year after the date required by paragraph (e) above shall be invoiced in the first month following issue of the additional user licences. There is no refund for cancelling additional user licences, or in the event that the standard number of user licences to which a Supplier Party is entitled increases.

Gowling WLG (UK) LLP

21 July 2016