



LONDON BOROUGH OF MERTON COTC Schedule 3 – Fees Invoicing

Contract No: DN635417

**Title: Non-Maintained and Independent
Special Schools (NMISS) Placement
Dynamic Purchasing System (DPS)**



Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS)

Fees Invoicing

1. Providers will need to send an Invoice for each individual CYP's core Fees on a Seasonal Term basis in advance, calculated as the total annual cost for the CYP divided into three (3) equal sums. The Authority shall endeavour to pay invoices within 30 working days of receiving an Invoice or the first (1st) day of the term the Invoice relates to, whichever is latest.
2. If Providers invoice earlier than 30 working days prior to the first (1st) day of the term and/or the invoice does not clearly state the first (1st) day of the term it relates to as the due date for payment, there may be a delay in processing the invoice.
3. Providers should include additional Fees, such as the cost of agreed interventions/therapies, where these are known in advance of the Academic Term, in the same Invoice as the core Fees and also in advance, calculated on an hourly/daily basis as appropriate, otherwise these should be invoiced on a monthly basis in arrears. If an intervention/therapy ends and the Authority has paid in advance, the sum of the intervention/therapy not accessed must be deducted from the next Invoice for core Fees, unless the Placement ends prior to this deduction, in which case the Authority will Invoice the Provider for the monies to be recovered.
4. If the Placement ends mid-term, the Provider will process a refund and issue a credit note for any advance core Fees paid and not accessed by the CYP.
5. Where a refund under clause 2.5.5 (a) of the Call-Off Terms and Conditions (COTC) is due, this may be deducted from the next Invoice for core Fees if the Authority gives written agreement when the Authority serves notice. If the Authority does not agree to a deduction in its notice or the Placement is due to end prior to the next payment date, the Provider must make payment within thirty (30) days of the notice. If a refund relates to the Placement of more than one CYP and cannot be calculated on an individual level, it should be deducted proportionally across all Placements held with the Provider under this Agreement based on the individual CYP's Fees. For example, if CYP A's core Fees are £20,000 and another CYP B's are £30,000, CYP A's Invoice shall have 2/5 of the refund due deducted whilst CYP B's Invoice shall have 3/5 of the refund due deducted.
6. Payment is made by BACS and where the Provider is new to London Borough of Merton, a vendor number will need to be set up. Bank information including the account name should be sent to the SEN inbox sen@merton.gov.uk Bank information should be sent on a letter headed document so that due diligence verifications can be undertaken by London Borough of Merton's Transactions Team.
7. A Purchase Order for each term is required. If the Provider want the Purchase Order for their records, they should email the SEN inbox sen@merton.gov.uk

to request one before an invoice is raised. Invoices should be sent to the SEN
inbox sen@merton.gov.uk