

INTRODUCTION

The following “Invoice Instructions” (as referred to within the Mitie Purchase Terms and Conditions (Works)) is a set of requirements that the Contractor must adhere to in the preparation and submission of applications for payment and / or invoices. Failure to adhere to these requirements may result in delay to the payment of an invoice, or non-payment, until the supporting evidence has been received and you provide the invoice and / or application, in the format required.

I. Definitions

In the “Invoice Instructions” all capitalised terms shall have the same meaning and interpretation as assigned to them in the Mitie Framework Agreement and/or the Mitie Services Agreement, and “Contractor Operational Procedures and Reporting Requirements” and as follows:

Completed: means the Contractor has responded to the Work Order received from Mitie, contained the issue/delivered the Services that gave rise to the Work Order, completed the Works, provided confirmation of the time and date of those completed works, and submitted the Supporting Documentation evidencing completion as required and referenced in the “Contractor Operational Procedures and Reporting Requirements;

Compliance Certificate: means such certificate, report(s) and/or record(s) as required by applicable law or regulation and/or as recommended under any code of practice for the applicable asset(s) to provide adequate evidence of testing, inspection and/or maintenance in accordance with the applicable law and / or code of practice and certified by a competent authority;

Physical Completion: means the date and time that the work or services described within a Work Order are deemed to have been completed to the required standard and the date of completion has been reported to Mitie and entered into Mitie’s Maximo system;

Planned Preventative Maintenance: means the planned maintenance of the Assets, Asset Systems and the Sites throughout each year of the Agreement to maintain the Assets, Asset Systems and the Sites in accordance with maintenance requirements and the Annual Maintenance Plan agreed with Mitie;

Purchase Order: means a commercial instrument issued by Mitie to the Contractor which captures the nature of the Works the Contractor has been instructed to deliver and includes the type, quantity and a financial value, which financial value must not be exceeded by the Contractor in the performance of the Works;

Purchase Order Requestor: means Supply Chain Planner and is the reference shown on a Purchase Order of the named Mitie individual who has raised and administrated the Purchase Order prior to issue to the Contractor;

Reactive Works: means any unplanned or unscheduled maintenance or asset replacement required to ensure compliance with the service requirements carried out following receipt of a Work Order from Mitie;

Schedule of Rates: means the rates agreed between Mitie and the Contractor and referenced in the Mitie Framework Agreement or Contract specific Mitie Service Agreement;

Service Report: means a report or document which is presented in a legible format and meets the required standard as set out in clause 4.3 and 4.4 of the Contractors Operational

Procedures and Reporting Requirements and provides a definitive asset condition rating and asset condition classification following delivery of a Planned Preventative Maintenance task;

Supporting Documentation: means the documentation (that may include, but not be limited to, data, signed work record sheets, timesheets, supplier invoices and photographs) set out in the Invoice Instructions that the Contractor must provide to Mitie with each invoice, or where no such documentation is specified, such documentation as reasonably required by Mitie to satisfy itself that the Works have been carried out in accordance with the provisions of this Agreement;

Supply Chain Planner: means a Mitie employee who is engaged in the process of allocating works to Contractors, management of work orders allocated to Contractors, arranging the issue of POs and is also referred to as the Purchase Order Requestor;

Work Order: means Mitie's written order for the supply of Goods and/or the provision of Works as detailed in the Work Order raised in line with the Mitie Framework Agreement, Mitie Services Agreement or Purchase Order issued in accordance with the requirement of Reactive Works and/or Planned Preventative Maintenance task and/or remedial Works; and

Worksheet: means the written document completed by a Contractor's engineer/operative at the time of attendance to a Reactive Work Order, which captures the work carried out, time on site and materials, parts or consumables used in undertaking the Works and conforms to the requirements set out in clause 12 of the Contractor Operational Procedures and Reporting Requirements.

2. Information and Supporting Document Required for each Invoice

- 2.1 All invoices and/or applications for payment submitted to Mitie must include the following information:
- 2.1.1 A valid Purchase Order ("PO") number must be recorded and quoted on all correspondence, including delivery notes, invoices or credit notes.
 - 2.1.2 The Contractor's document must clearly state whether it is an INVOICE or a CREDIT NOTE and show a unique invoice or credit note number.
 - 2.1.3 The invoice must include the correct Mitie company name, which should be taken from the PO received.
 - 2.1.3.1 It is possible that the Contractor will receive PO's from more than one Mitie company and so to avoid errors, please refer to the PO issued for clarity;
 - 2.1.4 Where included on the PO received by the Contractor:
 - 2.1.4.1 the correct Mitie company code, which should be taken from the PO received must be included on the invoice prior to submission; and,
 - 2.1.4.2 the correct Mitie allocated supplier ID, which should be taken from the PO received must be included on the invoice prior to submission.
 - 2.1.5 Invoice Date should be in the following format DD/MM/YYYY.
 - 2.1.6 The Contractor's registered company VAT number must be included on the document.

2.1.7 All invoices must provide a breakdown as per HMRC guidelines and CIS tax regulations and include the following details:

- 2.1.7.1 A brief but clear description of the item being invoiced;
- 2.1.7.2 The Mitie Work Order reference number given at the time of instruction;
- 2.1.7.3 The Mitie PO number;
- 2.1.7.4 Labour (First hour on site);
- 2.1.7.5 Labour (Subsequent hours on site shown separately);
- 2.1.7.6 Materials cost and mark up;
- 2.1.7.7 Parts cost and mark up;
- 2.1.7.8 Equipment/Plant Hire cost and mark up;
- 2.1.7.9 Sub-contractor/Specialist Costs;
- 2.1.7.10 Overhead and Profit; and
- 2.1.7.11 VAT – which must be a valid percentage.

2.1.8 The Invoice must also include:

2.1.8.1	Net Amount	The sum of the Line-Item Totals
2.1.8.2	VAT Amount	Must equal the Net Amount x VAT Rate
2.1.8.3	Total Amount	Must equal the Net Amount + VAT Amount
2.1.8.4	Currency	The currency of the invoice
2.1.8.5	Bank Account Details	Sort code and Account code, or IBAN

2.1.9 Mitie may raise a PO which is for several services such as monthly Planned Preventative Maintenance visits, where the Contractor is required to invoice Mitie monthly against the same PO. In those circumstances the PO will have multiple lines for each of those services and a value against each line that will represent the Price for the work the Contractor has been instructed to deliver. In those instances, the Contractor invoice must match the line number on the PO, otherwise it will not be correctly matched on invoice receipt. The Contractor must state the line number you are invoicing against and include:

- 2.1.9.1 Line-Item Number – POs are broken down into numbered lines in increments of 10;
- 2.1.9.2 Line-Item Quantity – Mitie's invoice matching system seeks a match on both Quantity and Price; therefore, an incorrect or missing quantity will result in a mismatch and delayed payment;
- 2.1.9.3 Unit Price – Mitie's invoice matching system seeks a match on both Quantity and Price; therefore, an incorrect price will result in a mismatch and delayed payment; and
- 2.1.9.4 Line-Item Total.

2.1.10 The Contractor must only invoice for the agreed value of the Works Completed and evidenced but it must still state the line-item number on the PO to ensure the invoice is processed in a timely manner.

2.1.11 Reactive Works must be supported as a minimum by signed Worksheets, showing time on and off site with full breakdown of costs namely, hourly rates, number of operatives, cost of consumables and parts, total cost, valid PO number and Mitie Works Order number.

- 2.1.12 Planned Preventative Maintenance works must be supported by signed Service Reports and where the Works requires a Compliance Certificate that must have been submitted to Mitie for checking in accordance with the guidance set out in clause 5 of the “Contractors Operational Procedures and Reporting Requirements”.
- 2.1.13 The Contractor must adhere to these requirements as this will ensure that payment can be made in a timely manner.
- 2.1.14 The Client site address / delivery address must be stated on all individual invoices submitted unless your invoice is related to a consolidated application in which case the client site address will be included on the individual line in the excel spreadsheet.
- 2.1.15 Every invoice must have ALL relevant Worksheets, Service Reports and Compliance Certificates as required and set out in clause 10 and 11 unless they have previously been uploaded via the Supplier Portal or sent to a dedicated e-mail address(es) which are set out in the Mitie Framework Agreement or contract specific Mitie Services Agreement. Should these be missing and not received this may delay the processing of your payment.

3. Consolidated Invoicing

- 3.1 Consolidated invoicing is the process the Contractor will be instructed to follow where it is carrying out multiple works for Mitie in any one period. The purpose of consolidated invoicing is to reduce the number of individual invoices raised for Works that have been Completed in the period on a single application, which will be in the form of a Mitie generated template in excel. That template will be provided to the Contractor directly where the Contractor has been asked to follow this process.
- 3.2 Where consolidated invoicing has been agreed directly with the Contractor then the following process must be followed:
 - 3.2.1 Unless agreed to the contrary the Contractor’s proposed charges must be submitted via:
 - 3.2.1.1 A monthly application submitted in excel using the Mitie template in respect of all Planned Preventative Maintenance works completed and evidenced as completed in the month and in line with the agreed rates.
 - 3.2.1.2 A monthly application submitted in excel using the Mitie template in respect of any costs for additional works (remedial/quoted works) or Reactive Works completed in the month in accordance with the agreed Schedule of Rates.
 - 3.2.2 No later than the 3rd Business Day of each calendar month, or such other time that may be agreed from time to time, the Contractor shall submit an application for Works that constitute Planned Preventative Maintenance that have been Completed, and evidenced as completed in the month, which application will require the site details, Works Order number, PO reference number, description of service completed, date completed and agreed rate for the task.
 - 3.2.3 No later than the 3rd Business Day of each calendar month, the Contractor shall submit an application for all Works that constitute Reactive Works that have been Completed in the month which application will require for each Work Order the site details, Mitie

Work Order reference number, PO reference number, description of services, task priority, date works completed and costs broken down to first hour on site, additional labour, time on and off site, material costs, equipment costs and any specialist costs, in accordance with the agreed Schedule of Rates.

- 3.2.4 Within 10 working days of receipt of such application Mitie will validate the charges applied for and subject to the rates being correct, all Supporting Documentation received in accordance with the Contractors Operational Procedures and Reporting Requirements evidencing Completion received and checked, then the application will be returned approved at which time the Contractor shall then be entitled to present to Mitie an individual invoice to the value of the agreed application.
- 3.2.5 The invoices presented by the Contractor pursuant to Clause 3.2 shall be in an electronic format, accompanied by the pre-agreed application as supporting information.
- 3.2.6 The Contractor may only invoice for services that have been properly supplied in accordance with the terms of the Mitie Framework Agreement or contract specific Mitie Services Agreement and evidenced as Completed.
- 3.2.7 All applications and sums claimed shall be accompanied by Supporting Documentation reasonably necessary to satisfy Mitie that sums shown in the application are correct. Supporting Documentation may include but is not limited to Worksheets, Service Reports and Compliance Certificates in accordance with the scope and specification the Contractor has been engaged to deliver and must be provided in respect of each Service included in an application issued in accordance with clause 3. Mitie shall not be required to make payment for any Service that in its reasonable opinion is not accompanied by relevant and necessary Supporting Documentation and in line with the requirements of the Contractors Operational Procedures and Reporting Requirements.
- 3.2.8 Within 10 working days of receipt of an application, Mitie shall issue a notice stating either:
- 3.2.8.1 that it accepts the Contractor's application referred to in clause 3.2.1.1 and 3.2.1.2 or;
- 3.2.8.2 that it rejects the Contractor's application. If Mitie rejects the Contractor's application the parties shall seek to agree a fair and reasonable alternative sum in respect of the Contractor's application.
- 3.2.9 If Mitie intends to pay less than the full amount of the invoice issued by the Contractor under this Agreement, it shall give to the Contractor notice of the same ("Pay Less Notice"). The Pay Less Notice shall specify the amount Mitie considers to be due on the date the Pay Less Notice is served and the basis on which the amount is calculated. The Pay Less Notice shall be given not less than 5 days prior to the Final Date for Payment.

4. Invoice Quality and Typical Errors to Avoid

- 4.1 In addition to the reasons / criteria set out in clause 9.6 of the Mitie Purchase Terms and Conditions (Works), to ensure the Contractor's invoice or application is not delayed in processing and/or rejected and returned to the Contractor then the following errors must be avoided:
- 4.1.1 Incorrect VAT rate will result in the return of the invoice to the Contractor;

- 4.1.2 General statements shown on your invoice such ‘as per quote number ...’ will not be accepted;
 - 4.1.3 Invoices submitted with incomplete or missing Compliance Certificates, Worksheets or Service Reports will be put on hold until any outstanding queries are resolved, and the paperwork received, and,
 - 4.1.4 Supporting Information does not conform to the requirements set out in the “Contractors Operational Procedures and Reporting Requirements”.
- 4.2 In addition to the common reasons listed in 4.1, please note that if the cost of provided Works exceeds the value of the PO issued to the Contractor, it **MUST** contact the relevant Supply Chain Planner who issued the PO and request further approval and an additional PO to cover the extra cost **PRIOR** to any work being carried out. Failure to follow this procedure will result in a delay in processing your invoice for payment and the additional costs will not be paid.

5. How to Send Invoices

- 5.1 All invoices (unless otherwise agreed) must be received within 5 days following Physical Completion of the Work Order, or within 3 working days following the end of the month of delivery.
- 5.2 All invoices must only be sent by email (as quoted on the PO), any invoices sent by facsimile or post will not be processed by Mitie.
- 5.3 Please send only ONE copy of the invoice, sending duplicate invoices will create additional processing and may result in delayed payments. Please do not send any invoices to other e-mail addresses, unless the Contractor has been specifically requested to do so.
- 5.4 When sending by e-mail, please ensure the Contractor sends the invoice in PDF format. The Contractor may attach multiple PDF files to its email but ensure that each PDF file contains only one invoice. Multiple invoices in one PDF file will be rejected. The size of the document must not exceed 2MB.
- 5.5 No content in the body of the email will be captured or processed and the Contractor documents must not be password protected.
- 5.6 Invoices for POs raised in SAP

A PO raised in SAP normally starts with the number **50, 51, 54, 45, 48, 91 or 62** and will consist of 10 digits.

If the PO has been raised in SAP, then the e-mail address for submission of the invoice, which is included on the PO, will be:

MITIEAP-Workwise@mitie.com

5.7 Invoices for POs raised in Oracle

A PO raised in Oracle will start with the number 2 and will consist of 9 digits. Please send invoices to

MITIEAP-Workwise@mitie.com

5.8 Invoices for POs raised in CAFM'S

A PO raised in a CAFM may have many formats, purchase orders starting with the below are an example;

- PUS
- DWP
- HOM
- BB

Please send invoices to invoices.finance@mitie.com

6. Accounts Payable Query

6.1 Where the Contractor has an Accounts Payable query all queries should be sent to

accountspayable@mitie.com

7. Contra-charges for failing to comply with the Contractor Operational Procedures and Reporting Requirements

7.1 In addition to the remedies available to Mitie under clause 7 of Mitie's Purchase Terms and Conditions (Works) Mitie will also have the following options available to it, such options to be enforced by Mitie, acting reasonably at all times:

7.1.1 Where the Contractor fails to comply with the requirements of the Contractor Operational Procedures and Reporting Requirements then Mitie reserves the right to apply a deduction to the Contractor of 10.00 (excluding VAT) for each and every incident where the Contractor fails to:

7.1.1.1 Provide and upload correctly the Supporting Documentation via the Mitie Supplier Portal, having agreed to use the Mitie Supplier Portal for the submission of Supporting Documentation, which may include, but not be limited to signed Worksheets, Service Reports and Compliance Certificates, within the time specified in the Contractor Operational Procedures and Reporting Requirements or at all, which are required to substantiate Completion of Works;

7.1.1.2 Provide legible documentation which Mitie are unable to interpret and results in Mitie having to request the Contractor to resubmit;

- 7.1.1.3 Follow the correct processes set out in the Invoice Instructions and Contractor Operational Procedures and Reporting Requirements which causes Mitie additional administration costs due to supplementary communication requirements to rectify the error; and
 - 7.1.1.4 Correctly advise Mitie of Works completion time and date or input that information correctly into Mitie's Maximo system via the Supplier Portal which Mitie then must either correct or contact the Contractor for that completion information to enable the Works to be marked as Physically Complete.
- 7.1.2 The Contractor agrees that the per event sum stated in clause 7 is a fair and reasonable assessment of the administrative costs to be incurred by Mitie in the event that the Contractor fails to comply with the requirements of the Contractor Operational Procedures and Reporting Requirements.
- 7.1.3 Where Mitie exercises its rights as set out in this clause 7 to recover such costs incurred by Mitie as a result of the Contractor failing to comply with the Contractor Operational Procedures and Reporting Requirements, any sums due to Mitie will be recovered in accordance with clause 9.10 of Mitie's Purchase Terms and Conditions (Works) which covers the right of set off.