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A

causes in the full supply Agreement
use in the Agreement or Contract,
its references in it should also be

causes, it is assumed that price not any more or less frequently. year is required, the necessary of these Clause is to be used.

Clauses should be amended as follows in the Agreement or

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P

- previous <<insert date>> by this
 ect from <<insert same date>> in
 x Figure last published before that
 relation to the Index Figure last
 ent][Contract]], the Price shall be
 e) with effect from that review date

er] Prices Index ceases to be
form in which it is published at the
shall be substituted for that Index
Parties most closely to represent
the definition of the "[Retail] OR
and accordingly.

notice to the [Buyer][Purchaser] of
as soon as possible after it comes into
Price and the amount of the

figure given by the [Retail] OR
index;

E

<p>“Price”</p>	<p>mean initial [Agre [pac cost expe supp [Buy [the [13 w OR [each [God as fu [Agre from Exce vari of th</p>	<p>been the parties as the ent of the [ding][excluding] [VAT] [ge] [or other delivery][subsistence] or other [Buyer][Purchaser] for the r] to the of [one week] [4 weeks] ntity] of the t in Clause [X] of the s reviewed and varied ce with Clause [1]. by Clause [1], no e Price during the period</p>
<p>“[Retail] OR [Consumer] Prices Index”</p>	<p>mean [Cor Natio</p>	<p>e [1.2], the [Retail] OR lished by the Office for</p>

OR

2. Fixed Percentage Increase

- 2.1 The Price (as reviewed and sub-Clause [1.1]) shall in effect from <<insert same date>> 10>> %.
- 2.2 The [Seller][Supplier] shall each variation of the Price effect in each case state increase/decrease.
- s <<insert date>> by this and increased on and with insert figure, e.g. 2, 3, 4, 5, the [Buyer][Purchaser] of possible after it comes into and the amount of the

ents, and the definition of the “[Retail] OR
ll be construed accordingly.

give written notice to the [Buyer][Purchaser] of when or as soon as possible after it comes into the new Price and the amount of the

SAMPLE

absolute Discretion of Supplier (With Right of

varied by the [Seller][Supplier] on the previous this sub-Clause [1]) shall be reviewed by the insert same date>> in each year, and if upon such in its absolute discretion decides to increase the all notify the [Buyer][Purchaser] in writing within that review date of the amount of the increase ed to increase accordingly with effect from the > days after that notification.

tion of a Price increase pursuant to Sub-Clause
does not wish to accept that increase, it may
ys prior notice in writing on the [Seller][Supplier]
er][Purchaser] wishes to terminate the
, upon expiry of that notice, the

[Agreement]
there

"Price"

shall automatically terminate without either party
in respect of that termination.

is the sum agreed between the parties as the
price (on commencement of the
[Agreement][Contract]) [[including][excluding] [VAT]
[freight][insurance][carriage] [or other delivery
[travel][accommodation][subsistence] or other
[expenses]] to be paid by the [Buyer][Purchaser] for or
in connection with supply by the [Seller][Supplier] to
[Buyer][Purchaser] of

services for each period of [one week] [4 weeks]
[52 weeks]]

[unit][item] [specify quantity] of the
[Materials]]

shall be further detailed and set out in Clause [X] of the
[Agreement][Contract] and as reviewed and varied
from time to time in accordance with Clause [1].
Notwithstanding as expressly provided by Clause [1], no
adjustments shall be made to the Price during the period
of the [Agreement][Contract];

OR

6. Increase in Price by Indexation

6.1 Subject to Clause [1.1], the Price (as reviewed and varied by the [Seller][Supplier] pursuant to this Clause [1]) shall be increased or decreased from <<insert date>> upon such review, the [Seller][Supplier] in its sole discretion may increase the Price by any amount, it shall notify the [Buyer][Purchaser] in writing within <<insert number>> days after that the increase and the Price shall be deemed to take effect from the date that is <<insert number>> days after the date of the review.

6.2 If upon such review the Price is increased, the Price shall be increased by the amount of the increase, and if the Price is decreased, the Price shall be decreased by the amount of the decrease, and the Price shall be deemed to take effect from the date of the review.

6.3 This Clause [1.2] shall only apply, subject to Sub-Clauses [1.1] and [1.2], if the Index Figure last published before the review date (as the [Buyer][Purchaser] shall be deemed to take effect from the date of the review.

6.4 If at the time of the review the Index Figure last published before the review date (as the [Buyer][Purchaser] shall be deemed to take effect from the date of the review.

6.1 Increase in Price by Supplier But Amount Not To Exceed

Subject to Clause [1.1], the Price (as reviewed and varied by the [Seller][Supplier] pursuant to this Clause [1]) shall be increased or decreased from <<insert date>> upon such review, the [Seller][Supplier] in its sole discretion may increase the Price by any amount, it shall notify the [Buyer][Purchaser] in writing within <<insert number>> days after that the increase and the Price shall be deemed to take effect from the date that is <<insert number>> days after the date of the review.

If upon such review the Price is increased, the Price shall be increased by the amount of the increase, and if the Price is decreased, the Price shall be decreased by the amount of the decrease, and the Price shall be deemed to take effect from the date of the review.

This Clause [1.2] shall only apply, subject to Sub-Clauses [1.1] and [1.2], if the Index Figure last published before the review date (as the [Buyer][Purchaser] shall be deemed to take effect from the date of the review.

If at the time of the review the Index Figure last published before the review date (as the [Buyer][Purchaser] shall be deemed to take effect from the date of the review.

such
the
[Con

d between the Parties most closely to represent
ents, and the definition of the “[Retail] OR
ll be construed accordingly.

“Index Fig	is the monthly figure given by the [Retail] OR umer] Prices Index;
“Price”	is the sum agreed between the parties as the price (on commencement of the ement)[Contract]) [[including][excluding] [VAT] aging][insurance][carriage] [or other delivery [travel][accommodation][subsistence] or other ses]] to be paid by the [Buyer][Purchaser] for or nection with supply by the [Seller][Supplier] to uyer][Purchaser] of ervices for each period of [one week] [4 weeks] eeks] [52 weeks]] [unit][item] [specify quantity] of the s][Materials]] her detailed and set out in Clause [X] of the ement)[Contract] and as reviewed and varied me to time in accordance with Clause [1]. t as expressly provided by Clause [1], no ons shall be made to the Price during the period [Agreement][Contract];
“[Retail] O Prices In	s, subject to sub-Clause [1.4], the [Retail] OR umer] Prices Index published by the Office for al Statistics.

OR

7. **Amount Of Borne By [Contract][A** **And Be Limited To Certain Additional Costs**
at Any Time After Commencement of
- 7.1 The <<ins [Selle upon Relev the p writin the c and date
- 7.2 Any limite [Selle incre cost incre
- varied by the [Seller][Supplier] on the previous
this sub-Clause [1]) shall be reviewed by the
from <<insert same date>> in each year, and if
er][Supplier] concludes that any or all of the
Seller][Supplier] have increased at any time after
date>>, it shall notify the [Buyer][Purchaser] in
>> days after that review date of the amount of
he Price that the [Seller][Supplier] will implement
ed to increase accordingly with effect from the
> days after that notification.
- y occasion pursuant to Sub-Clause 1.1 shall be
which the Relevant Costs incurred by the
day, week, month, quarter, year etc>> have
n which any previous increase took effect. The
Relevant Costs shall only be deemed to have
at component is listed in any of the following

7.3 When incremental costs are related to particular costs, details follow

ifies the [Buyer][Purchaser] of a proposed Price
satisfactory evidence of the related increase in the
Costs. In the event of any dispute between the
seller][Supplier] has incurred increased Relevant
that dispute to an Expert to be settled. [<<insert
f expert and rules to apply to process to be

<p>“Price”</p>	<p>A M P</p>	<p>is the sum agreed between the parties as the price (on commencement of the [Agreement][Contract]) [[including][excluding] [VAT] [freight] [insurance][carriage] [or other delivery charges] [travel][accommodation][subsistence] or other expenses]] to be paid by the [Buyer][Purchaser] for or in connection with supply by the [Seller][Supplier] to the [Buyer][Purchaser] of</p> <p>services for each period of [one week] [4 weeks] [12 weeks] [24 weeks] [52 weeks]]</p> <p>[unit][item] [specify quantity] of the [Goods][Materials]]</p> <p>Further detailed and set out in Clause [X] of the [Agreement][Contract] and as reviewed and varied from time to time in accordance with Clause [1].</p> <p>Notwithstanding as expressly provided by Clause [1], no amendments shall be made to the Price during the period of the [Agreement][Contract];</p>
<p>“Relevant Costs”</p>	<p>L</p>	<p>shall include any or all of the following types of costs or expenses that the [Seller][Supplier] actually, wholly, inevitably, necessarily, and exclusively incurs directly or indirectly in order to supply the [Goods][Materials] to the [Buyer][Purchaser] pursuant to the [Agreement][Contract]: e.g. raw materials and components used in production of Goods, cost of purchasing Goods or Materials for resupply to [Buyer][Purchaser], production costs, transport costs, storage costs, fuel or energy costs, foreign currency exchange fluctuations, [VAT] or Added Tax or other taxes or duties, costs arising from changes to the laws or regulations applicable to the production or sale of Goods or Materials or other expenses etc.</p>