



**The Mayor and Burgesses of the London Borough of Bromley**

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Contract for the provision of education contingent resourcing and education and support services

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**Self-Billing Agreement**

## Self-Billing Agreement

This Self-Billing Agreement made as of **Insert Date (“Effective Date”)**

### **BETWEEN**

(1) **The Mayor and Burgesses of the London Borough of Bromley** of Civic Centre, Stockwell Close, Bromley, London, BR1 3UH (the “Council”)

and

(2) **Insert Service Provider Name** (Insert Company Number) of Insert Company Address (the “Service Provider”)

(Each a “Party”, together the “Parties”)

### **WHEREAS:**

- (A) The Council and the Service Provider have entered into agreement(s) which govern the relationship between the Parties. The Council and the Service Provider have entered or will enter into Service Agreements at various times for the Services.
- (B) The Council and the Service Provider have agreed to use a self-billing procedure for all transactions (the “Relevant Transactions”) in respect of the Services;
- (C) The Council and the Service Provider shall adhere to the conditions imposed by HM Revenue and Customs in respect of self-billing invoices, as may be amended from time to time;
- (D) The Council and the Service Provider agree that this Self-Billing Agreement shall be incorporated into the terms and conditions of each of the Supply Contract.

### **Definitions:**

All terms defined within the Supplier Contract(s) shall have the same meaning when used within this Self-Billing Agreement.

### **It is agreed as follows:**

1. The Service Provider hereby agrees:
  - i. to accept electronically delivered Self-Billing invoices raised on its behalf by the Council in respect of all Relevant Transactions;
  - ii. not to issue VAT invoices in respect of the Services;
  - iii. where for internal compliance reasons it raises dummy invoices, the Service Provider will reconcile such dummy invoices to the Self-Billing Invoice.
  - iv. to reconcile their account with any factoring company as may be applicable from time to time.
  - v. to only submit paper-copy Service where pre-agreed in writing with the Council;
  - vi. subject to (v) above, to ensure the Application’s Service Receipt submission system is used to capture all hours worked in respect of the Services;

- vii. to ensure that rates, hours, hours types and expenses are verified prior to submission or on-line entry of Service Receipts;
  - viii. to raise any discrepancies between a Self-Billing Invoice received from the Council and invoicing data in its internal records within seven (7) days of receipt of such Self-Billing invoice;
  - ix. to notify the Council immediately if the Service Provider changes its VAT registration number, ceases to be VAT registered or sells or otherwise disposes of all or part of its business;
  - x. to respond to any request for confirmation of its VAT registration details within seven (7) days of receipt of the request.
2. The Service Provider agrees and acknowledges that where there is any breach whatsoever of Clause 1 above, the Council may at its sole discretion delay or not process payment of the sums due to the Service Provider from such Self-Bill Invoices that the breach pertains to.
3. The Council agrees:
  - i. wherever reasonably possible, to provide a valid Self-billing VAT invoice to the Service Provider on a regular (e.g. weekly or monthly) basis;
  - ii. to include on each invoice the Service Provider's name, address and VAT registration number, invoice total and details of applicable VAT at the prevailing rate;
  - iii. to inform the Service Provider of any relevant changes to the Council's VAT registration status, and enter into a new Self-Billing agreement should this be necessary;
4. The Council will not accept any liability for payment of any of the Service Provider's services where the Service Provider does not hold a valid signed/approved Service Receipt, as applicable, or where the Service Receipt has not been authorised via the Application's online Service Receipt system, SProc.Net, or such other application as directed by the Council from time to time.
5. For the avoidance of doubt, any payment properly due to the Service Provider will be made in accordance with the terms and conditions of the Supply Contract between the Parties.
6. The Parties shall, without limitation to the foregoing, comply at all times with all conditions imposed by HM Revenue & Customs in respect of Self-Billing Invoicing processes.
7. The Service Provider acknowledges and accepts that payments made under this Self-Billing Agreement shall be made via the Council's third-party, payment agent, adam HTT Limited (trading as adam limited registered company number: 07718565)

All charges for services provided under this Self-Billing Agreement will be subject to VAT at the prevailing rate.

**VAT Details:**

G	B				/					/		
Tick box if not VAT registered												<input type="checkbox"/>

**Bank Details:**

Bank Name:												
Account Name:												
Sort Code:			-			-						
Account Number:					-							

**Provider's Finance Contact Details:**

Name:												
Telephone Number:												
Email Address for invoices to be sent to:	«Email_Address»											
Invoicing Street Address:												

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**Signed for and on behalf of The Mayor and Burgesses of the London Borough of Bromley by its authorised officer:**

*Ao Adetosoye*

Name:	Ade Adetosoye
Position:	Deputy Chief Executive
Date:	29 <sup>th</sup> May 2018

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**Signed for and on behalf of the Service Provider:**

**(Insert digital signature here: .....)**

Name:	
Position:	
Date:	

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