

# Midlands and Lancashire Commissioning Support unit Self-Billing Agreement

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

## **BETWEEN**

**(1) Midlands and Lancashire Commissioning Support Unit** (the “MLCSU”)

and

**(2) The Provider** (the “Provider” as specified by the associated Accreditation)

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

## **WHEREAS:**

- (A) The MLCSU and the Provider have entered into agreement(s) which govern the relationship between the Parties. The MLCSU and the Provider have entered or will enter into Service Agreements at various times for the Services.
- (B) The MLCSU and the Provider have agreed to use a self-billing procedure for all transactions (the “Relevant Transactions”) in respect of the Services;
- (C) The MLCSU and the 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 MLCSU and the Provider agree that this Self-Billing Agreement shall be incorporated into the terms and conditions of each of the Provider Agreements.

## **Definitions:**

“**Agreement**” means the agreement between the MLCSU and the Provider for the provision of Services as set out in SProc.Net

All terms defined within the Provider Agreement shall have the same meaning when used within this Self-Billing Agreement.

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

1. The Provider hereby agrees:
  - i. to accept electronically delivered Self-Bill Invoices raised on its behalf by the MLCSU 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 Provider will reconcile such dummy invoices to the Self-Bill 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 Receipts where pre-agreed in writing with the MLCSU;

- vi. subject to (v) above, to ensure the Technology'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 MLCSU and invoicing data in its internal records within seven (7) days of receipt of such Self-Bill Invoice;
  - ix. to notify the MLCSU immediately if the 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 Provider agrees and acknowledges that where there is any breach whatsoever of Clause 1 above, the MLCSU may at its sole discretion delay or not process payment of the sums due to the Provider from such Self-Bill Invoices that the breach pertains to.
3. The MLCSU agrees:
  - i. wherever reasonably possible, to provide a valid Self-Billing VAT invoice to the Provider on a regular (e.g. weekly or monthly) basis;
  - ii. to include on each invoice the Provider's name, address and VAT registration number, invoice total and details of applicable VAT at the prevailing rate;
  - iii. to inform the Provider of any relevant changes to the MLCSU's VAT registration status, and enter into a new Self-Billing agreement should this be necessary;
4. The MLCSU will not accept any liability for payment of any of the Provider's services where the Provider does not hold a valid signed/approved Service Receipt, as applicable, or where the Service Receipt has not been authorised via the Technology's online Service Receipt system, SProc.Net, or such other application as directed by the MLCSU from time to time.
5. For the avoidance of doubt, any payment properly due to the Provider will be made in accordance with the terms and conditions of the Agreement between the Parties.
6. The Parties shall, without limitation to the aforementioned, comply at all times with all conditions imposed by HM Revenue & Customs in respect of Self-Bill invoicing processes.
7. The Provider acknowledges and accepts that the Self-Bill process and payments made under this Self-Billing Agreement shall be performed via the Technology Provider acting as the MLCSU's third-party, payment service provider, (adam HTT Limited (trading as *adam* limited registered company number: 07718565) or such other body as may be appointed by the MLCSU from time to time, and payment shall be dependent upon the Technology Provider receiving cleared funds from the MLCSU. For the avoidance of doubt, this arrangement shall not be construed as transferring to the payment service provider any debt that is owed by the MLCSU to the Provider, and any disputes regarding the Relevant Transactions must be managed between the Provider and the MLCSU directly.
8. For the avoidance of doubt, this Self-Billing process shall be co-terminus with the duration of the Provider Agreement but shall be subject to annual review by the parties.
9. This Self-Billing Agreement shall be read in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.