

Self-Billing Procedure

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1.2 The Customer and the Supplier shall adhere to the conditions imposed by HM Revenue and Customs in respect of the self-billing invoices, as may be amended from time to time.

2. The Supplier agrees:

2.1 to complete and submit in the Technology, at such regular (e.g. weekly or monthly) intervals as shall be determined by the Customer, a Service Receipt relating to the period preceding its submission;

2.2 to accept the electronic delivery of Self-Billing Invoices raised on its behalf by the Customer in respect of Goods and/or Services provided to the Customer based on the Service Receipts submitted under paragraph (i);

2.3 not to issue VAT invoices in respect of the Goods and/or Services;

2.4 where for internal compliance reasons the Supplier raises dummy invoices, that it will reconcile such dummy invoices against the Self-Billing Invoices

2.5 to reconcile its accounts with any factoring company as may be applicable from time to time;

2.6 to only submit a paper-copy Service Receipt where pre-agreed in writing with the Customer;

2.7 subject to (vi) above, to ensure the Technology's Service Receipt submission system is used to capture all Charges for the provision of the Goods and/or Services;

2.8 to ensure that hours, hour types, rates and expenses are verified prior to submission of Service Receipts;

2.9 to raise any discrepancies between a Self-Billing Invoice raised by the Customer and invoicing data in its internal records within seven (7) days of its receipt of such Self-Billing Invoice;

2.10 to notify the Customer and the Technology Provider immediately if it changes its VAT registration number, ceases to be VAT registered or sells or otherwise disposes of all or part of its business;

2.11 to respond to any request for confirmation of its VAT registration details within seven (7) days of receipt of the request.

3. The Supplier agrees and acknowledges that:

3.1 the Customer's obligations under this Self-Billing Procedure will be carried out on its behalf via the Customer's third-party payment agent, the Technology Provider;

3.2 where there is a material breach of paragraph 2 above, the Customer may in its sole discretion delay processing payment of the Charges due to the Service Provider under the Self-Billing Invoice that the breach pertains to until or unless the breach is remedied.

3.3 that the Self-Billing process and payments made under this Self-Billing Agreement shall be performed via the Technology Provider as the Customer's payment service provider. For the avoidance of doubt, nothing in this Self-Billing Agreement or the Supplier Agreement shall operate to transfer any debt or amount owed between the Supplier and the Customer to the Technology Provider, and the Supplier acknowledges that payment via the Technology Provider shall be dependent upon the Technology Provider receiving cleared funds from the Customer.

4. The Supplier warrants the accuracy of the information it completes and uploads within the Technology including but not limited to the bank details it submits and undertakes to inform the Customer and/or the Technology Provider immediately of any changes to this information.

5. The Customer agrees:
 - 5.1 to only raise a Self-Billing Invoice on behalf of the Supplier once an appropriate Service Receipt has been created and agreed between the parties within the Technology;
 - 5.2 wherever reasonably possible, to deliver a valid Self-Billing Invoice electronically to the Supplier at regular (e.g. weekly or monthly) intervals;
 - 5.3 to include on each such invoice the Supplier's name, address and VAT registration number, invoice total and details of applicable VAT at the prevailing rate;
 - 5.4 to inform the Supplier of any relevant changes to the Customer's VAT registration status and to agree a new Self-Billing Procedure with the Supplier should this be necessary as a result.
6. The Customer will not accept any liability for payment of any of the Supplier's services where the Supplier 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, or such other application as directed by the Customer from time to time.
7. For the avoidance of doubt, any payment properly due to the Supplier will be made in accordance with the terms and conditions of this Supplier Agreement.
8. The parties shall, without limitation to the foregoing, comply at all times with all conditions imposed by HM Revenue and Customs in respect of self-billing invoicing procedures.
9. For the avoidance of doubt, this Self-Billing Procedure shall be contemporaneous with the duration of this Supplier Agreement but shall be subject to annual review by the parties.