SELF-BILLING AGREEMENT

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

**BETWEEN**

1. **The Mayor and Burgesses of the London Borough of Southwark** of 160 Tooley Street, London SE1 2QH (the “Council”)
2. **Insert Supplier Name (Insert Company Number) of Insert Company Address** (the “Service Provider”)

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

1. **WHEREAS:**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.
2. 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;
3. 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;
4. The Council and the Service Provider agree that this Self-Billing Agreement shall be incorporated into the terms and conditions of each of the Service Provider Agreements.

**It is agreed as follows:**

1. **Definitions:**

**“Agreement”** means the agreement between the Council and the Service Provider for the provision of Services, namely:

1. The contracts for the DPS, and/or
2. Nightly Paid Agreement; and/or
3. The Management Agreement; and/or
4. The Lease

**“Services”** means the provision of temporary accommodation by the Service Provider to the Council

**Technology Provider**  means Access UK Limited

1. All terms defined within the Service Provider Agreement shall have the same meaning when used within this Self-Billing Agreement.
2. The Service Provider hereby agrees:
	1. to accept electronically delivered Self-Bill Invoices raised on its behalf via the Technology Provider’s platform in respect of all Relevant Transactions;
	2. not to issue a separate VAT invoices in respect of the Services;
	3. where for internal compliance reasons it raises dummy invoices, the Service Provider will reconcile such dummy invoices to the Self-Bill Invoice;
	4. to reconcile their account with any factoring company as may be applicable from time to time;
	5. to only submit paper-copy Service Receipts where pre-agreed in writing with the Council;
	6. subject to (3.5) above, to ensure the Technology Provider’s Service receipt submission system is used to capture all hours worked in respect of the Services;
	7. to ensure that rates, and expenses are verified prior to submission or on-line entry of Service Receipts;
	8. to raise any discrepancies between a Self-Billing Invoice received and invoicing data in its internal records within seven (7) days of receipt of such Self-Bill Invoice;
	9. 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;
	10. to respond to any request for confirmation of its VAT registration details within seven (7) days of receipt of the request.
	11. that the Technology Provider will self-invoice the Provider for the Self-Bill Invoice monthly in arrears for Night Paid Accommodation and monthly in advance for Private Sector Leasing;
	12. the Council shall procure that the Technology Provider shall pay those of the Self-Bill Invoice not subject to any dispute within thirty (30) days of self-invoice or cleared funds from the Council for the same, whichever is the later.

## The Service Provider shall indemnify the Council against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Council at any time in respect of the Service Provider's failure to account for, or to pay, any VAT relating to payments made to the Service Provider under this Agreement.

## 1.14 The Service Provider shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Council pursuant to this agreement. Such records shall be retained for inspection by the Council for twelve (12) years from the end of the year to which the records relate.

1. The Service Provider agrees and acknowledges that where there is any breach whatsoever of Clause 3 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.
2. The Council may retain or set off any sums owed to it by the Service Provider which have fallen due and payable against any sums due to the Service Provider under this Agreement or any other agreement pursuant to which the Service Provider or any associated company of the Service Provider provides services to the Council.

## If the Council wishes to set off any amount owed by the Service Provider to the Council against any amount due to the Service Provider it shall give notice to the Service Provider within 30 days of receipt of the relevant invoice, setting out the Council's reasons for withholding or retaining the relevant charges.

## The Service Provider shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Service Provider has a valid court order requiring an amount equal to such deduction to be paid by the Council to the Service Provider.

1. Nothing in clause 3.12 shall prevent the Council from subsequently disputing any sums paid under a previously undisputed invoice.
2. The Council agrees:
	1. wherever reasonably possible, to provide a valid Self-Billing VAT invoice to the Service Provider on a regular (e.g. monthly) basis;
	2. 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;
	3. 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.
3. 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 Technology’s online Service Receipt system, , or such other application as directed by the Council from time to time.
4. 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 Agreement between the Parties.
5. The Parties shall, without limitation to the aforegoing, comply at all times with all conditions imposed by HM Revenue & Customs in respect of Self-Bill invoicing processes.
6. The Service 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 Council’s third-party, payment service provider, (Access UK Ltd (T/A Adam registered company number: 2343760) or such other body as may be appointed by the Council from time to time, and payment shall be dependent upon the Technology Provider receiving cleared funds from the Council. 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 Council to the Service Provider, and any disputes regarding the Relevant Transactions must be managed between the Service Provider and the Council directly.
7. For the avoidance of doubt, this Self-Billing process shall be co-terminous with the duration of the Service Provider Agreement but shall be subject to annual review by the parties.
8. 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.

This Agreement has been entered into on the date stated at the beginning of it.

SIGNED on behalf of **The Mayor and Burgess of the**

**London Borough of Southwark**

by

Signature:

Print Name:

Position:

SIGNED on behalf of [**the Service Provider**]

 By

 Signature:

Print Name:

Position: