

Suffolk County Council Self-Billing Agreement

This Self Billing agreement made as of **30 July 2021** (“effective date”)

BETWEEN

(1) **Suffolk County Council** Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (the “Council”)

and

(2) **Insert Supplier Name a company incorporated and registered in England Wales (company number xxxxxxxx) and whose registered office is at** Insert Company Address (the “Supplier”)

OR

(2) **[Name of Sole Trader] of [address]** (the “Supplier”)

OR

(2) **[Name of parent/carer] of [address]** (the “Supplier”)

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

WHEREAS:

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

Definitions:

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

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

It is agreed as follows:

1. The Supplier hereby agrees:
 - i. to accept electronically delivered Self-Bill 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 Supplier 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 Council;
 - 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 Council and invoicing data in its internal records within seven (7) days of receipt of such Self-Bill Invoice;
 - ix. to notify the Council immediately if the Supplier 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 Supplier 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 Supplier 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 Supplier on a regular (e.g. weekly or monthly) basis;
 - ii. to include on each invoice the Supplier's name, address and VAT registration number, invoice total and details of applicable VAT at the prevailing rate;
 - iii. to inform the Supplier 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 due to the Supplier in respect of the 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, 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 Supplier will be made in accordance with the terms and conditions of the Service Agreement(s).
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-Bill invoicing processes.
7. For the avoidance of doubt, this Self-Billing Agreement shall be co-terminus with the duration of the Supplier 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.

9. This Self-Billing Agreement shall be effective from the date at the start of this agreement.

Agreed and accepted for and on behalf of Suffolk County Council by:



Name:	Tim Stephenson
Position:	Head of Passenger Transport
Date:	30.07.2021

Agreed and accepted for and on behalf of the Supplier by:

Signature via tick box on the SProc.Net system.