Northamptonshire County Council
Self-Billing Agreement

This Self-Billing Agreement made as of **24.04.2020 ("Effective Date")**

BETWEEN

(1)   Northamptonshire County Council, One Angel Square, Northampton, NN1 1ED (the "Council")

and

(2)   Insert Supplier Name (Insert Company Number) of Insert Company 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 Council and the Supplier have entered or will enter into Service Agreements at various times for the Services.

(B)   The Council and the Supplier have agreed to use a self-billing procedure for all transactions (the "Relevant Transactions") in respect of the Services;

(C)   The Council and the Supplier 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 Supplier agree that this Self-Billing Agreement shall be incorporated into the terms and conditions of each of the Supplier Agreements.

Definitions:

"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 Supplier Agreement 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 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, 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 Agreement between the Parties.

6.   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.

7.   The Supplier 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, (adam HTT Limited (trading as *adam* limited registered company number: 07718565) 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 Supplier, and any disputes regarding the Relevant Transactions must be managed between the Supplier and the Council directly.

8.   For the avoidance of doubt, this Self-Billing process shall be co-terminous with the duration of the Supplier 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.

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

VAT Details:

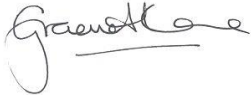| G	B				/					/		

	Tick box if not VAT registered	☐

Bank Details:

Bank Name:	
Account Name:	

Sort Code:			-			-		

Account Number:					-				

Supplier's Finance Contact Details:

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

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

Name:	Graeme Kane
Position:	Executive Director
Date:	24/04/2020

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

(Insert digital or written signature here: .... ……**)**

Name:	
Position:	
Date:	