

SELF BILLING AGREEMENT

being part of the

SUPPLIER AGREEMENT

(Schedule 2)

**FOR THE PROVISION OF PASSENGER TRANSPORT
SERVICES**

Self-Billing Agreement

WHEREAS:

- (A) The Purchasing Bodies and the Service Provider have entered into a Supplier Agreement which governs the relationship between the Parties. The Purchasing Bodies and the Service Provider will also enter into Service Agreements at various times for the Services.
- (B) The Purchasing Bodies and the Service Provider have agreed to use a self-billing procedure for all transactions (the "Relevant Transactions") in respect of the Services;
- (C) The Purchasing Bodies 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;
- (D) The Purchasing Bodies and the Service Provider agree that this Self-Billing Agreement shall be incorporated into the terms and conditions of each of the Service Agreements awarded under the Supplier Agreement

Definitions:

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 Service Provider hereby agrees:
 - i. to accept electronically delivered Self-Billing invoices raised on its behalf by the Purchasing Bodies 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-Billing Invoice;
 - iv. to reconcile their account with any factoring company as may be applicable from time to time;
 - v. to ensure the DPS Application's Service Receipt submission system is used to capture all charges in respect of the Services provided;
 - vi. to ensure that rates and charges are verified prior to submission or on- line entry of Service Receipts;
 - vii. to raise any discrepancies between a Self-Billing Invoice received and Service Agreement(s) with the Purchasing Bodies's Commissioning Team within seven (7) calendar days.
 - viii. to raise any non-payment of Invoice queries with the Purchasing Bodies's third party payment service provider, *adam* in the first instance
 - ix. to provide its accurate bank details and VAT status into the DPS Application and notify *adam* via the DPS Application immediately if the Service Provider changes its VAT registration number, changes its bank details in any way, 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) calendar days of receipt of the request;
 - xi. to maintain within the DPS Application its accurate bank details to which payment

for approved Service Receipts will be made;

- xii to comply at all times with all conditions imposed by HM Revenue & Customs in respect of the self-billing process
2. The Service Provider agrees and acknowledges that where there is any non-compliance whatsoever of Clause 1 above, the Purchasing Bodies 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 non-compliance pertains to.
 3. The Purchasing Bodies agrees:
 - i. wherever reasonably possible, to provide a valid Self-Billing VAT invoice to the Supplier on a regular weekly basis;
 - ii. 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;
 - iii. to inform the Service Provider of any relevant changes to the Purchasing Bodies's VAT registration status, and enter into a new Self-Billing agreement should this be necessary;
 - iv. to pay valid Self Billed Invoices within 30 calendar days from the date of issue.
 4. The Purchasing Bodies 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 submitted by the Service Provider via the Application's online Service Receipt system, SProc.Net, or such other application as directed by the Purchasing Bodies from time to time.
 5. 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(s) between the Parties.
 6. In the event of an invoice being disputed, the Purchasing Bodies shall pay any undisputed sums in accordance with the term and conditions of the Agreement(s) and seek to resolve the disputed sums with the Service Provider concerned by following the Dispute Resolution procedure contained in the Supplier Agreement.
 7. The Service Provider acknowledges and accepts that the Self-Billing process and payments made under this Self-Billing Agreement shall be performed via *adam* (registered company number: 07718565) as the Purchasing Bodies'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 Service Provider and the Purchasing Bodies to *adam*, and the Service Provider acknowledges that payment via *adam* shall be dependent upon *adam* receiving cleared funds from the Purchasing Bodies.
 8. This Self-Billing Agreement shall be incorporated into the Supplier Agreement and shall be co-terminous with such Supplier Agreement, and shall be subject to laws of England and Wales and subject to the exclusive jurisdiction of the English courts.