

CONTRACT ORDER FORM

This Contract Order Form is issued in accordance with the provisions of the Apprenticeship Training Provider Dynamic Marketplace (DMP) Agreement for the provision of Apprenticeship Training Services. Dated 21/09/2023

The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Contract.

For the avoidance of doubt this Contract consists of the terms set out in this Contract Order Form and the Contract Terms

Order Number	APP LEVY 2425 C24559-008
From	Department for Environment, Food and Rural Affairs ("Customer")
To	University College of Estate Management ("Supplier")

1. CONTRACT PERIOD

1.1	Commencement Date	March 23 (exact date TBC)
1.2	Expiry Date (Apprenticeship programme completion date / End Point Assessment completion date)	01/08/2028

2. SERVICES REQUIRED

2.1	Services Required. APPRENTICESHIP TRAINING PROVIDER SERVICES / END POINT ASSESSOR SERVICES / BOTH. LOCATION APPRENTICESHIP TYPE AND SPECIFIC APPLICABLE INSTITUTE FOR APPRENTICESHIPS STANDARD NUMBER OF STUDENTS CLASS BASED ADDITIONAL SERVICES	Delivery of apprentices training including the arrangement of end-point assessment services as follows: Chartered Surveyor Degree Apprenticeship – BSc (Hons) Route for the following apprentices: N/A Remote Learning Chartered Surveyor Degree Apprenticeship – MSc Route for the following apprentices: Abbi Margaret Emerson (ULN: 8086319465) Delivery to be in accordance with the commitment statement for each apprenticeship. 1 The following additional services are required: N/A
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3. CONTRACT PERFORMANCE

3.1	Required Apprenticeship Standard	Chartered Surveyor (Degree) Apprenticeship (ST0331)
3.1	Quality Standards	Continued adherence to the relevant Institute for Apprenticeships industry standard. (www.instituteforapprenticeships.org/) Maintained ESFA registration and accreditation. General industry good practice

4. PAYMENT

4.1	Contract Charges	<p>Total Contract Charges* = £25,000</p> <p>Charges breakdown as stated in Annex 1 of Call -off Contract Schedule 3</p> <p>Total Contract Charges includes end point assessment costs</p> <p>Additional Service Charges</p> <p>N/A</p> <p>1 Costs, Funding and Payments</p> <p>1.1 The Total Negotiated Price for each Apprenticeship in Schedule 1 and subsequent addenda is based upon the Practical Period End Date being achieved. Additional Costs that will be charged on a full cost basis, i.e. fully funded by the Employer, will be incurred by the Employer where:.</p> <p>1.2 A retake of a degree module is required. The Total Negotiated Price includes one attempt at each degree module. Where a retake is required, the Employer will be liable for a retake fee of 50% of the current module fee.</p> <p>1.3 A diagnostic assessment is required to determine if an Additional Learning Support requirement exists (See clause 18).</p> <p>1.4 A second or third attempt at End-point Assessment is required and this is permitted. The Total Negotiated Price includes one attempt at End-point Assessment. Subsequent attempts at End-point Assessment will be charged at the same rate that is charged by the applicable</p>
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		<p>End-Point Assessment Organisation which may be up to 100% of the fee charged for the first attempt.</p> <p>1.5 The Main Provider agrees to provide a Counsellor. This may be applicable in Chartered Surveyor Degree Apprenticeships only. Where this is applicable, the fee and the invoice points will be detailed in Schedule 1 and subsequent addenda.</p> <p>1.6</p> <p>The Apprentice needs to achieve Functional Skills qualifications but due to the Apprentice's prior learning and skills, it is not possible for the Functional Skills qualifications to be funded by the Funding Body. Where this is applicable, the fee(s) and the invoice point(s) will be detailed in Schedule 1 and subsequent addenda.</p> <p>1.7 An Apprenticeship continues beyond the Practical Period End Date. If the Apprentice does not complete all required training and meet the Gateway Requirements by the Practical Period End Date stated in Schedule 1 and subsequent addenda, the Employer may incur an additional charge of £1,000.00 per six-month period (or part thereof) that the apprenticeship continues past the Practical Period End Date. This charge is to cover the costs incurred by UCEM for managing and administering an extended Practical Period.</p> <p>1.8</p> <p>One or more Apprenticeship does not continue for a minimum of 42 days between the Apprenticeship Start Date and the Apprenticeship End Date, the Main Provider may charge the Employer a fee of £400.00 per Apprenticeship that did not continue for a minimum of 42 days to cover the administrative cost of setting up the apprenticeship and providing access to the Main Provider's Virtual Learning Environment and online progress tracking system.</p> <p>1.9</p> <p>An Apprentice does not remain in learning until the completion of their apprenticeship, the Main Provider may charge the Employer an Apprenticeship Support Recovery Charge for any non-recoverable fees/costs (e.g. costs related to end-point assessment, provision of learning & learning support including materials etc.) in relation to the Apprenticeship as laid out in the table below.</p>															
		<table><tr><th></th><th>Chartered Surveyor- MSc</th><th>Chartered Surveyor- BSc</th><th>Building Control</th><th>Construction Site Management</th></tr><tr><th>Admin Fee</th><td></td><td></td><td></td><td></td></tr><tr><th>Degree Phase</th><td></td><td></td><td></td><td></td></tr></table>		Chartered Surveyor- MSc	Chartered Surveyor- BSc	Building Control	Construction Site Management	Admin Fee					Degree Phase				
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		Mth 0(day 43)-6	600	500	0	25	300
		Mth 7-12	1,200	1,000	0	50	800
		Mth 13-18	2,600	1,500	0	75	1,300
		Mth 19-24	3,200	2,000	0	1,00	1,800
		Mth 25-30		2,500	0	1,25	2,000
		Mth 31-36		3,000	0	1,50	
		Mth 37-42		4,000	0	2,50	
		Mth 43-48		5,500	0	3,50	
		Practical/EP A phase	3,500	4,300	0	3,60	2,000
		<p>1.10 If an Apprentice completes their Apprenticeship earlier than the agreed Apprenticeship End Date, any balance between the total of the Apprenticeship Funding received and the Total Negotiated Price shall become due and shall be paid either from the Employer's Apprenticeship Service Account and/or through Co-investment and/or through full-cost funding by the Employer as appropriate. Any unpaid Additional Costs shall also become due and shall be paid by the Employer.</p> <p>1.11 Where Co-investment applies, the Main Provider will invoice the Employer at the start of the apprenticeship, for the co-investment payment. Prompt payment of invoices is required for the Main Provider to be able to continue to access Apprenticeship Funding and the Employer agrees to pay Co-investment invoices on or before the due date. Co-investment payments shall be visible in both the Employer's financial system and the Main Provider's financial system.</p> <p>1.12 If the Funding Body needs to adjust the balance in the Employer's Apprenticeship Service Account downwards as a result of retrospective changes to the amount of Apprenticeship Levy declared to HMRC and as a result,</p>					

		<p>there would have been insufficient funds in the Employer's Apprenticeship Service Account to cover a payment or payments already made to the Main Provider, the Employer is responsible for paying any Co-investment due and shall make such payments directly to the Funding Body.</p> <p>1.13 Where the Apprentice is aged between 16 and 18 years old (or 15 years of age if the Apprentice's 16th birthday is between the last Friday of June and 31st August) or is aged between 19 and 24 years old and has either an Education, Health and Care Plan (EHCP) provided by the local authority, or has been in the care of the local authority (as defined in the Funding Rules) the Employer is, subject to provision of suitable evidence, eligible for an additional payment of £1,000 from the Funding Body. This payment is paid towards the additional cost associated with training a 16-18-year-old Apprentice or a 19 - 24-year-old Apprentice who has an EHCP or is a Care Leaver.</p> <p>1.14 Where the Employer is confirmed as being eligible for the additional payment outlined under Clause 14.6, the Funding Body will make the additional payment in two instalments that will be paid via the Main Provider. The payments will be due as follows:</p> <p>1.14.1 50% will be due 90 days after the Apprenticeship Start Date</p> <p>1.14.2 50% will be due 365 days after the Apprenticeship Start Date.</p> <p>1.15 The Funding Body will make the additional payment in the month after the month in which the additional payment is due. The Main Provider undertakes to pass each payment on in full to the Employer within 30 Working Days of receiving the payment from the Funding Body.</p>
4.2	Payment terms/Profile	<p>Payment to be made in accordance with the current in force ESFA funding rules.</p> <p>Further additional terms in Annex 2 of Contract Schedule 3</p>
4.3	Customer billing address	Horizon House, Deanery Road, Bristol, BS1 5AH

5. LIABILITY AND INSURANCE

5.1	Suppliers limitation of Liability	In Clause 25 of the Contract Terms
5.2	Insurance	<p>Clause 26 of the Contract Terms:</p> <p>Professional Indemnity Insurance cover of £1 million any one claim.</p>

		Public Liability Insurance cover of £1 million any one claim. Employers Liability insurance cover of £5 million any one claim.
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FORMATION OF CONTRACT

By signing and completing this Contract Order Form the Supplier and the Customer agree to enter into a binding contract governed by the terms of this Contract Order Form and the attached terms and conditions.

For and on behalf of the Supplier:

Name and Title	
Date	

For and on behalf of the Customer:

Name and Title	
Date	