

Commercial Template – Special Conditions

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Special Conditions

Contract ref: RFX102

1. Supplier

Learner First of 45 Gerard Road, London, SW13 9QH whose registered number is 7912899.

2. Operational Associate

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3. Scope of requirement

The scope of requirement is as set out in the RFQ document for RFX102. In summary, the associate is contracted to:

- analyse submissions from awarding organisations and advise DfE whether a vocational qualification demonstrates the required characteristics for inclusion in performance tables, in particular advising on the appropriateness and quality of content;
- provide DfE with a written report outlining clearly and concisely whether each qualification analysed demonstrates the characteristics and how that recommendation is evidenced;
- advise DfE on the potential overlap between the content of different qualifications;
- undertake peer reviews and provide formal recommendations to BIS on apprenticeship assessment plans.

4. Fees

Payment type: redacted

The rate set out above includes expenses and is exclusive of VAT. Any VAT applied will be paid at the prevailing rate*.

Maximum Contract Value: £48,000

Maximum Contracted Days: redacted

To deliver the services as Education Adviser from **23 June 2015 to 31 March 2016** subject to the Commercial Terms and Conditions – Supply Of Services by an Operational Associate.

*In the event of any changes to VAT status no amendment to the contract value will be made without written agreement from the Department.

The Department reserves the right to request assurance in relation to income tax and national insurance contributions. Please note that all contracts will be subject to Her Majesty's Treasury/Cabinet Office monitoring after a year.

Completion of this Contract does not impose any obligation upon the Department for Education to commission any or a minimum number of days.

5. Payment Schedule

Payment of the fees is due on the following date[s]: MONTHLY – at end of each month for any work undertaken during that month.

6. Data Handling Schedule

Data Handling Schedule: Category 2 in force from time to time. The current versions of the data handling schedule can be viewed here [Data Handling Schedules](#).

7. Contract novation

The Customer may assign or novate its rights and/or obligations under this Agreement without the consent of the other Party to a successor body or where a Statutory Requirement dictates this and in such circumstances the Customer will give the other Party notice of the anticipated assignment or novation (as applicable) as soon as possible after the Customer has become aware of it and will also notify the other Party within 10 Working Days of the completion of the assignment/novation.

8. Tax Obligation Assurance

For individuals who provide their services through a company or other organisation (e.g. School, University or commercial organisation)

Please confirm you are on the payroll of that organisation, with PAYE/National Insurance contributions on the monies being paid through that contract being deducted at source.

Evidence required:

Please provide to be copies of your previous 6 months payslips which show the salary and PAYE and NICs deductions **or** confirmation from the Company Secretary that PAYE is being paid at source.

Individuals who provide their services through their own limited (personal service)

For guidance on the definition of a Personal Service Company please see the HMRC website: <http://www.hmrc.gov.uk/ir35/responsibilities.htm>

Please review the stated requirement. In line with HMRCs 'business entity tests which can be found at <http://www.hmrc.gov.uk/ir35/guidance.pdf> to determine which option applies to this contract

If you are within scope of IR35 we require you to confirm that you:

- are operating the IR35 legislation on the payments being received from the department or agency
- will be making a 'deemed' payment to HMRC for employer NI contributions at the end of the tax year, which considers all of the income you have received this tax year in respect of this contract
- will be paying employee NI contributions and PAYE on the remainder of that income
- will send a copy of the P35 they will be submitting to HMRC by 31st May of the corresponding tax year

If you are not within scope of IR35 please provide



Department for Education

- your Personal Service Company's result on the Business Entity Tests, to confirm whether you are 'low', 'medium', or 'high' risk of HMRC checking whether IR35 applies to your Personal Service Company, and
- written assurance that you are paying the correct level of tax.

Where the score shows the risk is medium to high you also need to confirm

- (i) whether you have evidence from HMRC to prove that you are not within scope for IR35.
 - a. If evidence is available you need to provide a copy. This could be evidence of the outcome of an independent contract review carried out by HMRC or the outcome of an investigation by, or other form of assurance sought from HMRC.
- (ii) Where that evidence cannot be provided, please state why you feel you are not within scope for IR35.

Please confirm that all monies you are receiving in respect of contract(s) you have with the Department for Education are being paid into your company bank account.

