

**CONTRACT FOR THE STUDENT FINANCE TOUR 2017**

**THIS CONTRACT IS DATED 13 DECEMBER 2017**

**Parties**

- 1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT acting as part of the Crown ("the Department"); and**
- 2) Event Marketing Solutions Ltd (Registered No. 04083556) whose registered office is at The Refinery, South Road, Ellesmere Port, Cheshire, CH65 4LE ("the Contractor")**

**Recitals**

The Contractor has agreed to provide the Student Finance Tour 2017 on the terms and conditions set out in this Contract.

The Department's reference number for this Contract is **RD1001101**.

**1 Interpretation**

**1.1 In this Contract the following words shall mean:-**

- |                                  |  |
|----------------------------------|--|
| <b>"the Services"</b>            | the services to be performed by the Contractor as described in Schedule 1;   |
| <b>"Affiliate"</b>               | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;  |
| <b>"Central Government Body"</b> | means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:<br><br>(a) Government Department;<br><br>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); |

(c) Non-Ministerial Department; or

(d) Executive Agency;

"the Contract Manager"

[REDACTED] Department for Education, 2 St Paul's Place, 125 Norfolk Street, Sheffield, S1 2FJ

"Contractor Personnel"

all employees, agents, Contractors and contractors of the Contractor and/or of any Sub-contractor;

"the Contractors Contract Manager"

[REDACTED] Head of Client Services

"Confidential Information"

the Department's Confidential Information and/or the Contractor's Confidential Information;

"Contracting Department"

any contracting Department as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;

"Contractor Personnel"

all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;

"Control"

means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;

"Crown"

means Queen Elizabeth II and any successor

"Crown Body"

any department, office or agency of the Crown;

"Department's Confidential Information"

all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked

<b>"Department's Intellectual Property Rights"</b>	<p><b>"confidential") or which ought reasonably be considered to be confidential;</b></p> <p>means all Intellectual Property Rights comprised in or necessary for or arising from the performance of the Consultancy Services</p>
<b>"Environmental Information Regulations"</b>	<p>the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;</p>
<b>"FOIA"</b>	<p>the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;</p>
<b>"Her Majesty's Government"</b>	<p>means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government</p>
<b>"Information"</b>	<p>has the meaning given under section 84 of the Freedom of Information Act 2000;</p>
<b>"Intellectual Property Rights"</b>	<p>means any copyright, rights in designs, database rights, domain names, trade marks, service marks, patents or any applications for any of the foregoing, know-how or similar rights or obligations (whether registerable or not) including Moral Rights as defined in Chapter IV of the Copyright, Designs and Patents Act 1988</p>
<b>"Personal Data"</b>	<p>shall have the same meaning as set out in the Data Protection Act 1998;</p>
<b>"Property"</b>	<p>means the property, other than real property, issued or made available to the Contractor by the Client in connection with the Contract.</p>
<b>"Regulatory Bodies"</b>	<p>those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and "Regulatory Body" shall be construed accordingly.</p>

"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"SME"	means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/361/EC and any subsequent revisions.
"Sub-contractor"	the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 References to "Contract" mean this contract (and include the Schedules). References to "Clauses" and "Schedules" mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.

1.3 Reference to the singular include the plural and vice versa and references to any gender include both genders and the neuter. References to a person include any individual, firm, unincorporated association or body corporate.

## 2 Commencement and Continuation

The Contractor shall commence the Services on 19/09/2017 and, subject to Clause 10.1, shall complete the Services on or before 31/01/2018. The delivery phase will run from 30/10/2017 to 15/12/2017. An option to extend the contract to a date on or before 31/03/2018 to administer additional services (in the form of an additional online follow-up survey) is also reserved at the Department's request. This Contract shall be deemed to have been effective from 19/09/2017.

## 3 Contractor's Obligations

3.1 The Contractor shall promptly and efficiently complete the Services in accordance with the provisions set out in Schedule 1.

3.2 The Contractor shall comply with the accounting and information provisions of Schedule 2.

3.3 The Contractor shall comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.

## 4 Departments Obligations

The Department will comply with the payment provisions of Schedule 2 provided that the Department has received full and accurate information and documentation as required by Schedule 2 to be submitted by the Contractor for work completed to the satisfaction of the Department.

## **5 Changes to the Department's Requirements**

- 5.1** The Department shall notify the Contractor of any material change to the Department's requirement under this Contract.
- 5.2** The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the Department provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing.

## **6 Management**

- 6.1** The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.
- 6.2** The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

## **7 Contractor's Employees and Sub-Contractors**

- 7.1** Where the Contractor enters into a contract with a supplier or contractor for the purpose of performing its obligations under the Contract (the "Sub-contractor") it shall ensure prompt payment in accordance with this clause 7.1. Unless otherwise agreed by the Department in writing, the Contractor shall ensure that any contract requiring payment to a Sub-contractor shall provide for undisputed sums due to the Sub-contractor to be made within a specified period from the receipt of a valid invoice not exceeding:

**7.1.1** 10 days, where the Sub-contractor is an SME; or

**7.1.2** 30 days either, where the sub-contractor is not an SME, or both the Contractor and the Sub-contractor are SMEs,

The Contractor shall comply with such terms and shall provide, at the Department's request, sufficient evidence to demonstrate compliance.

- 7.2** The Department shall be entitled to withhold payment due under clause 7.1 for so long as the Contractor, in the Department's reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with clause 7.1. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment.

- 7.3 The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services.
- 7.4 The Contractor shall give to the Department if so requested a list of all persons who are or may be at any time directly concerned with the performance of this Contract specifying the capacity in which they are concerned with the provision of the Services and giving such other particulars as the Department may reasonably require.
- 7.5 If the Department notifies the Contractor that it considers that an employee or sub-contractor is not appropriately qualified or trained to provide the Services or otherwise is not providing the Services in accordance with this Contract, then the Contractor shall, as soon as is reasonably practicable, take all such steps as the Department considers necessary to remedy the situation or, if so required by the Department, shall remove the said employee or sub-contractor from providing the Services and shall provide a suitable replacement (at no cost to the Department).
- 7.6 The Contractor shall take all reasonable steps to avoid changes of employees or sub-contractors assigned to and accepted to provide the Services under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give at least one month's written notice to the Contract Manager of proposals to change key employees or sub-contractors.
- 7.7 The Contractor shall immediately notify the Department if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.
- 7.8 The Contractor, its employees and sub-contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.
- 7.9 The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with the Department's reasonable security requirements as required from time to time.

## **8 Intellectual Property Rights**

- 8.1 It is acknowledged and agreed between the parties that all existing or future Department's Intellectual Property Rights shall vest in the Crown absolutely.
- 8.2 Any Intellectual Property Rights of the Contractor which are in existence at the date of this Contract and which are comprised in or necessary for or arising from the performance of the Consultancy Services owned by the Contractor ("Background Intellectual Property") shall remain in the ownership of the Contractor but in consideration of the fees payable pursuant to this Contract, the Contractor hereby grants to the Department in respect of such Background Intellectual Property an

irrevocable, non-exclusive, royalty-free, licence for the duration of this Contract with rights to grant sub-licences for the duration of this Contract.

**8.3** The Contractor agrees that at the request and cost of the Department it will and procure that its officers, employees and agents will at all times do all such reasonable acts and execute all such documents as may be reasonably necessary or desirable to ensure that the Department receives the full benefit of all of its rights under this Contract in respect of the Department's Intellectual Property Rights or to assist in the resolution of any question concerning the Intellectual Property Rights.

**8.4** The Contractor hereby waives any Moral Rights as defined at Chapter IV of the Copyright, Designs and Patents Act 1988.

**8.5** The Contractor warrants:

**8.5.1** that the Department's Intellectual Property Rights comprise the original work of and were created by or on behalf of the Contractor;

**8.5.2** that the Department's Intellectual Property Rights have not and will not be copied wholly or in part from any other work or material;

**8.5.3** That the use of or exercise by the Department of the Department's Intellectual Property Rights and the Background Intellectual Property will not infringe the rights of any third party;

**8.5.4** that the Contractor has not granted or assigned any rights of any nature in the Department's Intellectual Property Rights to any third party.

**8.6** The Contractor shall ensure that any copyright materials produced by or on behalf of the Contractor shall be marked with the following copyright notice "© Crown Copyright 2017".

## **9** **Warranty and Indemnity**

**9.1** The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.

**9.2** Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract then the Department shall be entitled, where appropriate to:

9.2.1 require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the Department; or

9.2.2 assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.

- 9.3 The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the provision of the Services.
- 9.4 The Contractor shall be liable for and shall indemnify the Department against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor, which shall be limited to the total amounts paid under this Contract.
- 9.5 All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.6 The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

## 10 Termination

- 10.1 This Contract may be terminated by either party giving to the other party at least 30 days notice in writing.
- 10.2 In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.
- 10.3 In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
- 10.4 This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:-

- 10.4.1** the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or
- 10.4.2** a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
- 10.4.3** the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
- 10.4.4** the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
- 10.4.5** there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Department in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.
- 10.4.6** the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct
- 10.4.7** the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;
- 10.4.8** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil its obligations relating to the payment of Social Security contributions;
- 10.4.9** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil its obligations relating to payment of taxes;
- 10.4.10** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Department in or pursuant to this Contract.
- 10.5** Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

## **11 Status of Contractor**

- 11.1** In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Department.

**11.2** The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Department.

**12** **Confidentiality**

**12.1** Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:

**12.1.1** treat the other party's Confidential Information as confidential and safeguard it accordingly; and

**12.1.2** not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

**12.2** Clause 12 shall not apply to the extent that:

**12.2.1** such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to Clause 13 (Freedom of Information);

**12.2.2** such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

**12.2.3** such information was obtained from a third party without obligation of confidentiality;

**12.2.4** such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

**12.2.5** it is independently developed without access to the other party's Confidential Information.

**12.3** The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.

**12.4** The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.

**12.5** The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor's obligations under this Contract.

**12.6** Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:

**12.6.1** on a confidential basis to any Central Government Body for any proper

purpose of the Department or of the relevant Central Government Body;

12.6.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

12.6.3 to the extent that the Department (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

12.6.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 12.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;

12.6.5 on a confidential basis for the purpose of the exercise of its rights under this Contract, including audit rights, step-in rights and exit management rights; or

12.6.6 on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract.

12.7 The Department shall use all reasonable endeavours to ensure that any Central Government Body, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of the Department's obligations of confidentiality.

12.8 Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

12.9 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

12.10 Subject to Clause 12.9, the Contractor hereby gives its consent for the Department to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

12.11 The Department may consult with the Contractor to inform its decision regarding any redactions but the Department shall have the final decision in its absolute discretion.

12.12 The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

### **13 Freedom of Information**

13.1 The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and

cooperate with the Department to enable the Department to comply with its information disclosure obligations.

**13.2 The Contractor shall and shall procure that its Sub-contractors shall:**

**13.2.1 transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;**

**13.2.2 provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and**

**13.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.**

**13.3 The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.**

**13.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.**

**13.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:**

**13.5.1 in certain circumstances without consulting the Contractor; or**

**13.5.2 following consultation with the Contractor and having taken their views into account;**

**provided always that where 13.5.1 applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.**

**13.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such records as requested from time to time.**

**14 Access and Information**

The Contractor shall provide access at all reasonable times to the Department's internal auditors or other duly authorised staff or agents to inspect such documents as the Department considers necessary in connection with this Contract and where appropriate speak to the Contractor's employees.

**15 Transfer of Responsibility on Expiry or Termination**

- 15.1** The Contractor shall, at no cost to the Department, promptly provide such assistance and comply with such timetable as the Department may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The Department shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.
- 15.2** Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which has been created as a result of and relate to this Contract, including the documents and data, if any, referred to in sections 8 and 12 of Part A of Schedule 1.
- 15.3** The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Department to ensure an orderly transfer of responsibility.

**16 Tax Indemnity**

- 16.1** Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration. Where the Department has deemed the Contractor to be an Off-Payroll Contractor as defined by Her Majesty's Revenue and Customs the Department reserves the right to calculate Income Tax and pay it to HMRC. The amounts will be deducted from the Contractor's fee for the work provided.
- 16.2** Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration. Where the Department has deemed the Contractor to be an Off-Payroll Contractor as defined by Her Majesty's Revenue and Customs the Department reserves the right to calculate primary (employee) National Insurance contributions (NICs) and pay them to HMRC. The amounts will be deducted from the Contractor's fee for the work provided.
- 16.3** The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it.
- 16.4** A request under Clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be

provided.

**16.5** The Department may terminate this contract if-

- (a) in the case of a request mentioned in Clause 16.3 above if the Contractor:
  - (i) fails to provide information in response to the request within a reasonable time,
  - or
  - (ii) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it;
- (b) in the case of a request mentioned in Clause 16.4 above, the Contractor fails to provide the specified information within the specified period, or
- (c) it receives information which demonstrates that, at any time when Clauses 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.

**16.6** The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

**16.7** The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

**16.8** The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

**16.9** The Contractor shall indemnify Department against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the parties of their obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by Department in connection with any such assessment or claim.

**16.10** The Contractor authorises the Department to provide the HM Revenue and Customs and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Contract whether or not Department is obliged as a matter of law to comply with such request.

## **17** Data Protection Act

**17.1** With respect to the parties' rights and obligations under this Contract, the parties agree that the Department is the Data Controller and that the Contractor is the Data Processor. For the purposes of this Clause 17, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing shall have the meaning prescribed under the DPA.

**17.2** The Contractor shall:

**17.2.1** Process the Personal Data only in accordance with instructions from the Department (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Department to the Contractor during the period of the Contract);

**17.2.2** Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any Regulatory Body;

**17.2.3** Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

**17.2.4** Take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;

**17.2.5** Obtain prior written consent from the Department in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;

**17.2.6** Ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 17;

**17.2.7** Ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Department;

**17.2.8** Notify the Department within five Working Days if it receives:

**17.2.8.1** a request from a Data Subject to have access to that person's Personal Data; or

**17.2.8.2** a complaint or request relating to the Department's obligations under the Data Protection Legislation;

**17.2.9** Provide the Department with full cooperation and assistance in relation to any complaint or request made, including by:

- 17.2.9.1 providing the Department with full details of the complaint or request;
  - 17.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Department's instructions;
  - 17.2.9.3 providing the Department with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Department); and
  - 17.2.9.4 providing the Department with any information requested by the Department;
- 17.2.10 Permit the Department or the Department's Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Department to enable the Department to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;
- 17.2.11 Provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Department); and
- 17.2.12 Not Process or otherwise transfer any Personal Data outside the European Economic Area. If, after the Commencement Date, the Contractor (or any Sub-contractor) wishes to Process and/or transfer any Personal Data outside the United Kingdom, the following provisions shall apply:
- 17.2.12.1 the Contractor shall submit a request for change to the Department which shall be dealt with in accordance with any Change Control Procedure
  - 17.2.12.2 the Contractor shall set out in its request for change details of the following:
    - (a) the Personal Data which will be Processed and/or transferred outside the United Kingdom;
    - (b) the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the United Kingdom;
    - (c) any Sub-contractors or other third parties who will be Processing and/or transferring Personal Data outside the United Kingdom; and
    - (d) how the Contractor will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the Department's compliance with the Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the United Kingdom;

17.2.12.3 in providing and evaluating the request for change, the parties shall ensure that they have regard to and comply with then-current Department, Government and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the United Kingdom and/or overseas generally; and

17.2.12.4 the Contractor shall comply with such other instructions and shall carry out such other actions as the Department may notify in writing, including:

- (a) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) in this Contract or a separate data processing agreement between the parties; and
- (b) procuring that any Sub-contractor or other third party who will be Processing and/or transferring the Personal Data outside the United Kingdom enters into a direct data processing agreement with the Authority on such terms as may be required by the Department, which the Contractor acknowledges may include the incorporation of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation)."

17.3 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Department to breach any of its applicable obligations under the Data Protection Legislation.

## 18 Amendment and variation

No amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto. The Contractor shall comply with any formal procedures for amending or varying contracts which the Department may have in place from time to time.

## 19 Assignment and Sub-contracting

The benefit and burden of this Contract may not be assigned or sub-contracted in whole or in part by the Contractor without the prior written consent of the Department. Such consent may be given subject to any conditions which the Department considers necessary. The Department may withdraw its consent to any sub-contractor where it no longer has reasonable grounds to approve of the sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Contractor.

**20 The Contract (Rights of Third Parties) Act 1999**

This Contract is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person not a party to the Contract.

**21 Waiver**

No delay by or omission by either Party in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

**22 Notices**

**22.1** Any notice, demand or communication in connection with the Contract shall be in writing and may be delivered by hand, pre-paid first class post or (where being sent to an address in a different country to where posted) airmail, or e-mail, addressed to the recipient at its registered office or its address (or such other address, or e-mail address as may be notified in writing from time to time).

**22.2** The notice, demand or communication shall be deemed to have been duly served:

**22.2.1** if delivered by hand, when left at the proper address for service;

**22.2.2** if given or made by prepaid first class post 48 hours after being posted or in the case of airmail 14 days after being posted;

**22.2.3** if made by e-mail, at the time of transmission, dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message or, in the case of transmission by e-mail where the time of transmission is not between 9.00 am and 5.00 pm, service shall be deemed to occur at 9.00 am on the next following Business Day (such times being local time at the address of the recipient).

**23 Dispute resolution**

**23.1** The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.

**23.2** Any dispute not capable of resolution by the parties in accordance with the terms of Clause 23 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

**23.3** No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

**24 Discrimination**

**24.1** The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.

**24.2** The Contractor shall take all reasonable steps to secure the observance of Clause 24.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

**25 Law and Jurisdiction**

This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.

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As witness the hands of the parties

Authorised to sign for and on  
behalf of the Secretary of State for Education .



Department for Education  
Sanctuary Buildings  
20 Great Smith St  
Westminster  
London SW1P 3BT

13 December 2017

Authorised to sign for and on  
behalf of Event Marketing Solutions  
Ltd



Event Marketing Solutions Ltd  
The Refinery  
South Road  
Ellesmere Port  
Cheshire CH65 4LE

13 December 2017

## Schedule 1

### A. INVITATION TO TENDER

#### 1. Objectives of the Student Finance Tour 2017

- Deliver accurate, factual information about higher education (HE) student finance, directly to:
  - Students in English schools, sixth forms and Further Education colleges (FECs) who will be considering applying to enter HE in the 2018/19 academic year, and
  - Their parents/carers.
- Ensure that all potential applicants (and their parents/carers) understand the facts about HE student finance so that they can make an informed decision about their future.
- Raise awareness of the benefits and value of HE for English students.
- Ensure potential students know where to go for further information.

#### 2. Target audience

17/18 year olds who will potentially apply for a HE course starting from September 2018, with a particular focus on those located in disadvantaged areas

- The primary audience for the Tour is 17/18 year old students who are studying in England and will potentially be applying to begin a full-time HE course in the 2018/19 academic year.
- Young people are going to HE in record numbers. UCAS data also shows application rates among black and minority ethnic (BME) 18-year-olds and young people from disadvantaged backgrounds are at their highest recorded levels.
- However, there is still a need to reduce the application gap between the most and least advantaged, and the Student Finance Tour should be targeted to prioritise the latter group.
- This should be achieved through targeting of schools in Opportunity Areas and areas characterised by low progression to HE (as defined by POLAR quintiles 1-3).

Young people who are 'aspiring and destined' to go into HE – to convert them into actual applicants

- There continues to be a need to ensure that those who intend to go to university are informed and reassured about the student finance package.
- The key for this target group is to reassure them that: (i) loans are available to cover tuition fees and contribute to living costs; (ii) the loan repayment system

is progressive, with the amount you repay depending on your earnings after graduation; and (iii) student loans are significantly different from commercial loans and provide borrowers with a range of protections to ensure they are manageable and affordable.

- This objective should also be realised through the use of [REDACTED] to deliver presentations and share their stories with attendees.
- Young people who are disinterested and disengaged
- The Tour should help deliver the Department's widening participation agenda by addressing those young people who may have already ruled themselves out of applying for HE – and to provide them with information and inspiration to help them reconsider, as well as signposting alternative routes into employment via apprenticeships and the National Careers Service.

#### Potential part-time undergraduate students

- Numbers of students applying to study part-time for a first degree have fallen significantly, and there is a need to raise awareness of the financial support available to potential part-time HE students – including the proposed introduction of part-time maintenance loans from academic year 2018/19 onwards.
- Delivering the Tour in FECs as well as schools and sixth forms will be central to achieving this objective.

#### Parents and carers

- As well as 17/18 year olds, the Tour should provide information on student finance to their parents and carers, providing clarity and reassurance on what support is available and the terms and conditions of borrowing and repayment.
- Separate presentations should be delivered for parents/carers at times suitable for those who work during conventional business hours.

### **3. Timing**

- The 2018 deadline for students to apply to UCAS for the majority of undergraduate courses commencing in the 2018/19 academic year is 15/01/2018. The Tour should offer a seven-week delivery phase, commencing in October and concluding in mid-December 2017, to engage with potential HE applicants in good time before the application window closes.
- [REDACTED]
- We would welcome your views on this approach and in particular how you would develop a database of the relevant school/FEC personnel as part of your bid Obviously during this period there will be 'down' days for schools/FECs, including holidays and weekends, you should consider using

this time to visit alternative locations suitable for reaching our target audience. We will be interested in your suggestions for these periods as part of your proposal.

#### 4. Format

- There are approximately 2500 sixth forms and FECs in England. Whilst we recognise it will not be possible for the Tour to visit all of these institutions, your proposal should be designed to deliver the maximum number of pupil and parent interactions in the available period.
- Based on previous iterations of the Tour, [REDACTED]  
[REDACTED] You should consider these numbers to be a benchmark and detail how you would meet or exceed them in your proposal.
- Previous experience demonstrates the success of this kind of direct engagement programme is enhanced by [REDACTED]  
[REDACTED] With this in mind, you will be required to employ a team of [REDACTED] to deliver the Tour presentations. The recruitment programme should have a national reach and result in a team that reflect the diverse characteristics of students across England and the range of HE institutions they are able to attend.
- The Department and the Student Loans Company (SLC) will contribute to training this team, however you are asked to demonstrate how you will develop the knowledge base and presentation skills of those you employ.
- We will be looking for proposals that maximise every opportunity to reach as many of our audience as possible in the most cost-effective way.
- Your approach to scheduling must be efficient and flexible, enabling the presenters to deliver sessions at more than one venue within their designated area each day. This is to include schools, sixth forms and FECs, but you should also consider alternative venues that would maximise the use of evenings and any holiday periods between October and December.
- We expect the appointed contractor to consider the needs of schools and FECs when planning the visits in order to minimise disruption.

#### 5. Presenters

- We expect the successful contractor to select and employ the presenters with input from the Department. You will need to ensure that all staff working on the Tour are Disclosure and Barring Service (DBS) checked.
- [REDACTED] Previously, [REDACTED] In addition to their direct [REDACTED] we would also expect them to use [REDACTED] to highlight the benefits of HE.

- A significant element of the task for presenters will be to liaise with the schools/FECs in their specific area to establish the most suitable format for delivery. Presenters should be professional and capable of working with Tour hosts to adapt the presentation to suit all spaces, audiences, time constraints etc.
- We expect each presenter to be designated a specific geographical area, and to act as a dedicated resource for this area for the duration of the Tour.
- We expect you to monitor the quality and consistency of all the presenters, ensuring the standard of work is consistently high throughout their period of employment. Particularly in the early phase of the Tour, we expect you to conduct a series of visits to monitor performance and provide support where required.
- You will be required to arrange all necessary training for the presenters: This will include the booking and management of the training facilities, accommodation/food and beverage requirements, evening meals and activities for the presenters and the programme of training sessions. You will liaise with the Department and the SLC to ensure the training takes place at a time and place convenient for them to provide input.
- You will also need to be able to arrange cover if the appointed presenter is unable to attend a presentation or presentations due to sickness or holidays. Cover should be trained to the same standard as the presenter. If it is logistically impossible to provide cover on the first day of sickness, cover must be arranged for the following day/s and any missed presentations rescheduled.
- You will be responsible for the safety and wellbeing of the presenters at all times, providing them with support and a point of contact 24/7 for any issues they may have while on the road.
- You will provide presenters with all necessary equipment, including vehicles, a uniform that reflects the Student Finance Tour brand, and necessary IT and presentation equipment.

## 6. Materials

- The successful contractor will be responsible for the production and management of all the materials required to deliver the Tour and support the presenters. This will include, but not necessarily be limited to: printed leaflets to be distributed at presentations; display/branding equipment to accompany presenters; and contact and support materials for schools/FECs.
- Close working with the Department will be required to ensure accuracy and consistency across all materials.
- Each presenter will be equipped with transport provided by the successful agency. All vehicles should be unbranded, safe and cost effective.
- Each presenter will also require a portable kit that would include fully branded display graphics and self-contained equipment required to deliver a

PowerPoint presentation (including the ability to show video content should this be required).

- The agency will be expected to work with the Department to develop the PowerPoint presentation, printed materials, uniforms and display/branding equipment based on design and content from previous iterations of the Tour. The Tour will use Department for Education branding to ensure a coherent and consistent look and feel for the target audience, and you will need to work within the Department's brand guidelines (to be provided).
- We would expect proposals to highlight details of your recommended materials and how they will work to deliver the objectives. We may require you to distribute different materials at different events during the Tour.
- The contractor will be responsible for the maintenance of all tour equipment, including sourcing and contracting of all IT requirements and vehicles.
- You should have in place appropriate security measures and guidelines to guard against theft or damage to vehicles and equipment. You will be responsible for promptly resolving any problems with vehicles or equipment, including the supply of replacement vehicles and equipment if required. You will also be responsible for the storage and distribution of all materials related to the Tour.
- You should have sufficient insurance in place. Note that all risk insurance including Public Liability up to £10 million is your responsibility, as well as suitable insurance for the vehicles and contents (including all IT equipment) for the duration of the contract. If your bid permits presenters to use their own vehicles, you will be responsible for checking that they have sufficient and suitable insurance in place.

## **7. Tour Management**

- We will be looking for a contractor who can demonstrate a sound understanding of the school and FE environment, and who has the ability to identify and contact institutions to host the Tour based on the Tour's intention to target schools and FECs in Opportunity Areas and areas characterised by low progression to HE (as defined by POLAR quintiles 1-3). You should also have an existing, detailed knowledge of HE student finance support.
- You should look to find ways of continually improving the Tour experience, in response to feedback from attendees, teachers and the Department, as well as providing a forum for sharing between presenters of things that work and things that can be improved.
- You would be the first point of contact for all tour related queries, involving DFE wherever necessary. You should have in place a dedicated number, email and point of contact for queries.
- You should allow for re-scheduling of Tour events due to unforeseen circumstances on the part of the hosts or the presenter, and have resource in place to reschedule any cancelled events.

- The schedule should be as logistically cost effective as possible, seeking to minimise travel distances between venues and, in turn, making sure that presenters are not required to travel too far each day or away from their designated area.
- All accommodation, travel and subsistence for tour staff should be included in your costs.
- All operational costs must be included in your budget, including fuel, insurance, maintenance etc.

## 8. Evaluation

- You will be required to provide weekly status reports during the delivery phase to enable ongoing monitoring, adjustment and improvement of the Tour, agreeing appropriate Key Performance Indicators (KPIs) with the Department in advance. You should also be prepared to provide more frequent and/or detailed reports on request.
- Importantly, the successful contractor will be responsible for developing a robust strategy to evaluate the overall impact and success of the Tour across a range of factors. This will include conducting a pre- and post-event questionnaire survey with attendees of all presentations (including students, parents and teachers) to explore engagement with the event, the amount and type of knowledge gained, and whether the event has changed attendees' intentions to apply for HE.
- You will produce a summary report (and accompanying datasets) based on your KPI and survey data, that includes as a minimum:
  - The overall coverage of the tour (numbers of schools/FECs; number of attendees; demographics).
  - How effective the Tour has been in targeting disadvantaged pupils;
  - Whether attendees appear engaged with the event.
  - Reception of host institutions to the Tour.
  - Whether host institutions have a desire to repeat the event in subsequent years, or have an alternative proposition for delivery of student finance information.
  - Impact of Tour on increasing awareness knowledge of the student finance system and intentions to go onto HE (covering both student and parent responses).
  - Quality of presentations/presenters.
- Your report should explore how the above factors vary in disadvantaged areas compared to other areas.
- You should also seek to capture the reasons why any schools/FECs who were offered, but declined to host a Tour event, chose not to, and consider in response whether the Tour offer could be changed to make it more attractive to this group.

- Please include within your response your ideas for how to ensure this highly important aspect of the programme is delivered efficiently and cost effectively, in a manner that will provide robust results.
- The Department is also considering conducting an online follow-up survey in early 2018 to assess the longer-term impact of the Tour on knowledge retention, attitudes to HE and actual application rates amongst attendees. The potential for the successful contractor to administer such a follow-up survey will be explored following appointment, and an option is retained in the contract to extend the analysis phase of the tour at additional cost to complete this piece of work (Section 2 of the Contract).

## **9. Working with stakeholders**

- Due to the extensive level of partner/stakeholder involvement required to successfully deliver this project, the contractor must be able to demonstrate how they would work professionally and openly with the sector and where possible, use the insight / experience / channels of those already within the business to deliver the Tour.

## **10. Accessibility**

- The Department expects the very highest standards of accessibility. Disabled access in all aspects of the programme, including presentations, materials and communications must be exemplary.

## **11. Sustainability**

- Consideration should be given to the environment in your proposal when devising your plans for the programme. Your tender should describe any areas where you will make sure of sustainable materials and processes.

## **12. Post-Tour**

- In addition to the summary report discussed above, the appointed contractor will be expected to provide the Department with datasets (in the form of Excel spreadsheets) covering:
  - School/FEC dataset
    - School/FEC name and postcode
    - Contacted for the Tour 2017 but declined (along with any reason if known)
    - Contacted for the Tour in 2017, and accepted
    - Contacted EMS requesting a Tour
    - Opportunity Area
    - POLAR Quintile
    - % Free School Meals

- Whether schools are new to the Tour in 2017, or previously participated in 2016 or 2015/earlier
- Type of printed leaflets distributed at school
- All data from the teacher questionnaires
- Pupil dataset
  - All data from the pupil questionnaires
  - Mapped to School data: postcode, opportunity area, POLAR quintile, % Free School Meals, type of printed leaflet received
- Parent dataset
  - All data from the parent questionnaires
- The volume of data held results in this project having Protect status for the data involved.
- You will also be expected to provide any further necessary information to ensure sufficient evaluation of the programme is achievable, and ensure all outstanding payments to presenters and any subcontractors are agreed and completed in a timely manner.

### 13. Dates for Delivery of the Services

- We expect the successful contractor to commence work on the Tour in September 2017. The delivery phase will run for seven weeks from October 2017 to mid-December 2017.
- We expect the contract to conclude on 31/01/2018, and the summary report and accompanying datasets to be provided by this date.
- There may be an option to extend the contract to a date on or before 31/03/2018 to administer additional services in the form of an additional online follow-up survey.

## B. CONTRACTOR'S PROPOSAL

### 1. [REDACTED]

#### Introduction

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Pages 29- 42 - redacted

## Table 1 : Payment Schedule 2017

VAT will be payable at the prevailing rate

- 2** Funds allocated to a particular expenditure heading in the table at paragraph 1 ("the Table") are available for that expenditure heading only. Funds allocated to a particular accounting year are available for that accounting year only. The allocation of funds in the Table may not be altered except with the prior written consent of the Department.
- 3** The Contractor shall maintain full and accurate accounts for the Service against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 4** The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.
- 5** Invoices shall be prepared by the Contractor on the invoice dates specified in the Table 1 in arrears and shall be detailed against the expenditure headings set out in the Table. The Contractor or its nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.
- 6** Invoices shall be sent, within 30 days of the end of the relevant period specified in table 1 to Department for Education PO Box 407 SSCL Phoenix House, Celtic Springs Bus. Park Newport NP10 8FZ, quoting the Contract reference number. The Department undertakes to pay correctly submitted invoices within 5 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name,

contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Contract Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

- 7 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 8 If this Contract is terminated by the Department due to the Contractor's insolvency or default at any time before completion of the Service, the Department shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 9 On completion of the Service or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Service. The final invoice shall be submitted not later than 30 days after the date of completion of the Service.
- 10 The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Service specified as in Schedule 1.
- 11 It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.