

**DATED** \_\_\_\_\_ **2017**

**(1) SECRETARY OF STATE FOR EDUCATION**

**and**

**(2) Andrew Christie Consulting Ltd**

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**CONTRACT FOR THE PROVISION OF  
BOARD LEADERSHIP AND OTHER RELATED SERVICES**

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**THIS CONTRACT IS DATED \_\_\_\_\_ 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) **Andrew Christie** of 19 Greenside, Crowthorne, Berkshire RG45 6EX (the "**Chair**").

**RECITALS:**

- (A) The Commissioner is an experienced Director of Children's Services, and is an expert in children's social care services.
- (B) In view of the Company's specialist skills and experience, the Department wishes to engage the nominated individual, **Andrew Christie** to provide the Services, in particular to act as Chair and to provide strategic leadership and other related services to Birmingham Children's Trust
- (C) The Company has agreed to make Andrew Christie available to provide such Services to the Department and to fulfil the role of Chair on and subject to the terms and conditions set out in this contract.
- (D) The Department's reference number for this Contract is DfE/AC/001/2017

## 1. INTERPRETATION

1.1 In this Contract the following words shall mean:

- "Associated Company"** means in relation to a company any holding company, subsidiary or fellow holding company of any such subsidiary;
- "Central Government Body"** 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:
- (a) Government Department;
  - (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
  - (c) Non-Ministerial Department; or
  - (d) Executive Agency;
- "Chair"** means the role of chair of the board of Birmingham Children's Services Trust to be performed by Andrew Christie, director of Andrew Christie Consulting Limited, as the Company's Key Personnel;
- "Charges"** means the charges payable by the Department in consideration of the Services as described schedule 3.
- "Company Personnel"** means all officers, employees, agents, consultants and contractors of the Company and/or of any Sub-contractor;
- "Confidential Information"** means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party.
- "Contract Manager"** means Nicholas Williams of DfE, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT or such other person as the Department may notify to the Company in writing from time to time;
- "Contracting Authority"** any Contracting Authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the

	Department;
<b>"Crown"</b>	means Queen Elizabeth II and any successor;
<b>"Department's Intellectual Property Rights"</b>	means all Intellectual Property Rights comprised in or necessary for or arising from the performance of the Services;
<b>"Environmental Information Regulations"</b>	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
<b>"FOIA"</b>	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;
<b>"Her Majesty's Government"</b>	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;
<b>"HMSO"</b>	means Her Majesty's Stationery Office;
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Intellectual Property Rights"</b>	means any copyright, rights in designs, database rights, domain names, trademarks, service marks, patents or any applications for any of the foregoing, know-how or similar rights or obligations (whether registrable or not) including Moral Rights as defined in Chapter IV of the Copyright, Designs and Patents Act 1988;
<b>"Personal Data"</b>	shall have the same meaning as set out in the Data Protection Act 1998;
<b>"Request for Information"</b>	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
<b>"Services"</b>	means all of the activities to be undertaken or performed by the Key Personnel on behalf of the Company as described in Schedule 1 as may be amended from time to time;
<b>"SME"</b>	means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/361/EC and any subsequent revisions;
<b>"Sub-contractor"</b>	means the third party with whom the Company 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;
<b>"Working Day"</b>	means 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 References in this Contract to statutory provisions include all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.
- 1.4 Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

## 2. **COMMENCEMENT AND CONTINUATION**

- 2.1 The Company shall commence the Services on 01/01/2017 and, subject to the rights of earlier termination set out in this Contract, shall perform the Services for the *Period of the appointment* as set out in schedule 3 of this contract.
- 2.2 This Contract shall be deemed to have been effective from 01/01/2017.
- 2.3 The Company shall provide the Services at such times and at such locations as the Department and the Company shall agree from time to time or failing agreement as the Department shall reasonably specify.

## 3. **PROVISION OF SERVICES**

- 3.1 The Company is appointed to undertake the Services. This Contract shall not prevent the Company from undertaking other consultancy or project management services provided that the undertaking of such services does not cause a breach of any provision of this Contract.
- 3.2 The Company shall promptly and efficiently perform the Services as and when required with all due care and skill as may be expected of an organisation or person with the experience of the Company and Key Personnel and in accordance with this Contract and in particular but not limited to the provisions set out in Schedule 1.
- 3.3 The Company shall comply with the accounting and information provisions of Schedule 2.
- 3.4 The Company shall keep detailed and accurate records of all activities undertaken in relation to the provision of the Services and shall provide the Department with reports at such intervals and in such form as the Contract Manager may from time to time require.
- 3.5 The Company acknowledges the importance attached by the Department to equal opportunities. The Company shall ensure that in fulfilling the obligations under this Contract it and the Company Personnel will act fairly, avoid discrimination and promote equal opportunities.
- 3.6 The Company warrants that in performing the duties under this Contract it will not, and the Company Personnel will not, infringe the rights of, nor breach any of its or their obligations to any third party.

## 4. **CHARGES AND TERMS OF PAYMENT**

- 4.1 Schedule 3 details, at clause 10, the *Time Commitment* required for the role of Chair and

provision of the Services being up to 72 days per annum.

- 4.2 Schedule 3 of Appointment details, at clauses 11 and 12, the *Remuneration and expenses* that will be paid to the Company in consideration for the Key Personnel fulfilling the role of Chair and for provision of the Services. Subject to the satisfactory performance of the Services by the Key Personnel on behalf of the Company, the Department shall pay the Company, or arrange for the Company to be paid, the Charges in accordance 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 Company for work completed to the satisfaction of the Department.

## 5. **CHANGES TO THE DEPARTMENT'S REQUIREMENTS**

- 5.1 The Department shall notify the Company of any material change to the Department's requirements under this Contract.
- 5.2 The Company shall use best endeavours to accommodate any changes to the needs and requirements of the Department provided that the Company shall be entitled to payment for any additional costs incurred as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing.
- 5.3 If the parties are unable to agree such additional costs, the provisions of Clause 26 shall apply.

## 6. **CONTRACT MANAGEMENT**

- 6.1 The Company shall and shall ensure that the Company Personnel shall comply with any reasonable guidance or guidelines issued by the Contract Manager from time to time in connection with the Services.
- 6.2 The Company shall address any enquiries about procedural, contractual or other matters in connection with the provision of the Services in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in Recital D to this Contract.
- 6.3 The Department reserves the right to call contract meetings. These shall be attended by the Key Personnel, the Contract Manager and any other person the Department wishes to attend.

## 7. **PREMISES AND EQUIPMENT**

- 7.1 Unless otherwise agreed, any land or premises made available to the Company by the Department in connection with the provision of the Services shall be made available to the Company free of charge and without exclusive possession and shall be used by the Company solely for the purpose of providing the Services. The Company shall have the use of such land or premises as licensee and shall immediately vacate the same on the expiry or other termination of this Contract.
- 7.2 The Company shall ensure that in providing the Services it will and the Company Personnel will co-operate as far as may be reasonably necessary with the Department's employees. The Company shall further ensure that it and its sub-contractors carry out their duties in such a way as to cause no unreasonable or unnecessary disruption to the routine and procedures of the Department, its employees, contractors or visitors.
- 7.3 The Company shall ensure that it and the Company Personnel will comply with all rules

and regulations from time to time issued by the Department relating to the use and/or security of the Department's premises.

7.4 For the purposes of this Contract, the following areas and facilities at the Department's premises will be provided free for use by the Company and Company Personnel:

7.4.1 toilets;

7.4.2 cooking facilities;

7.4.3 heating;

7.4.4 lighting;

7.4.5 first aid; and

7.4.6 reasonable telephone use (use to be restricted to internal calls or to the Company's premises or to the emergency services – private or non-Services work related calls are not permitted).

7.5 The Department shall be under no obligation to provide any premises or equipment to the Company other than those expressly referred to in this Contract.

7.6 The Company shall provide its own equipment where necessary for the delivery of the Services but for reasons of security and interoperability, only IT equipment owned by the Department may be used to access the Department's network.

7.7 Where the Department in its sole discretion deems it necessary to provide the Company with laptop computers for the purposes of this Contract, any such computers shall at all times remain the property of the Department.

7.8 The Company shall ensure the security of the laptop computer 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.

7.9 The Company shall be responsible for ensuring that the Company Personnel make proper use and take reasonable care of the Department's facilities and equipment provided pursuant to this Clause 7.

## 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 Company 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 Services owned by the Company ("**Background Intellectual Property**") shall remain in the ownership of the Company but in consideration of the fees payable pursuant to this Contract, the Company hereby grants to the Department in respect of such Background Intellectual Property an irrevocable, non-exclusive, royalty-free, perpetual licence with rights to grant sub-licences.

8.3 The Company 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 Company hereby waives any Moral Rights as defined at Chapter IV of the Copyright, Designs and Patents Act 1988.
- 8.5 The Company 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 Company ;
  - 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 Company has not granted or assigned any rights of any nature in the Department's Intellectual Property Rights to any third party.
- 8.6 The Company shall ensure that any copyright materials produced by or on behalf of the Company shall be marked with the following copyright notice " © Crown Copyright 2016

9. **WARRANTY AND INDEMNITY**

- 9.1 The Company warrants and represents to the Department that the obligations of the Company under this Contract will be performed by the Key Personnel who is appropriately qualified and trained personnel to the standard or care and skill as set out in Clause 3.2. The Department will be relying upon the skill, expertise and experience of the Key Personnel in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Key Personnel, in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Key Personnel as part of this Contract. The Company warrants and represents that any goods supplied by the Company 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 are not performed in accordance with this Contract then the Department shall be entitled where appropriate to:-
- 9.2.1 require the Company 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 Company the Assessed Cost for the period that such failure continues; or
  - 9.2.3 engage another person or organisation to carry out the Services, in whole or in part, and all additional expenditure properly incurred by the Department in having such services carried out shall be recoverable by the Department from the Company.
- 9.3 The Company 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 arising out of any breach by the Company or the Company Personnel of its obligations

under this Contract or its negligence or otherwise resulting from any action or lack of action on the part of the Company except to the extent that such expense, liability, loss, claim or proceedings result from the default, act or omission of the Department.

- 9.4 All property of the Company or the Company Personnel whilst on the Department's premises shall be there at the risk of the Company and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.5 The Company 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 Company shall upon request produce to the Department, 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' written notice in accordance with the *Termination* provisions as set out in clauses 14 to 18 of the schedule 3.
- 10.2 This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:
- 10.2.1 the Company passes a resolution that it be wound-up or that an application be made for an administration order or the Company applies to enter into a voluntary arrangement with its creditors; or
  - 10.2.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Company's property, assets or any part thereof; or
  - 10.2.3 the court orders that the Company be wound-up or a receiver of all or any part of the Company's assets be appointed; or
  - 10.2.4 the Company is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986; or
  - 10.2.5 the Company is convicted (or being a company, any officers or representatives of the Company are convicted) of a criminal offence related to the business or professional conduct; or
  - 10.2.6 the Company commits (or being a company, any officers or representatives of the Company commit) an act of grave misconduct in the course of the business; or
  - 10.2.7 the Company fails (or being a company, any officers or representatives of the Company fail) to fulfil its obligations relating to the payment of Social Security contributions; or
  - 10.2.8 the Company fails (or being a company, any officers or representatives of the Company fail) to fulfil its obligations relating to payment of taxes; or
  - 10.2.9 the Company fails (or being a company, any officers or representatives of the Company fail) to disclose any serious misrepresentation in supplying information required by the Department in or pursuant to this Contract.

- 10.3 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.
- 10.4 The provisions of Clauses 8.2, 9, 14.2, 18 and 21 shall survive the termination or expiry of any part of this Contract.

11. **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 Company shall comply with any formal procedures for amending or varying contracts which the Department may have in place and notify to the Company from time to time.

12. **EFFECT OF EXPIRY OR TERMINATION**

- 12.1 On expiry or termination of this Contract however arising, the Company shall deliver to the Department (or as the Department directs) any documents and data (whether hard copy or electronic) incorporating the Department's Intellectual Property Rights or necessary for the Department to receive the full benefit of the licence or the Background Intellectual Property pursuant to Clause 8.2 and any property belonging to the Department which may be in the Company's possession or under its control.
- 12.2 On expiry or termination of this Contract however arising, the Company shall and shall procure that the Company Personnel 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 for provision of the Services (or their equivalent). 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.
- 12.3 The assistance required by the Department under the provisions of Clause 12.2 may include (without limitation) the delivery of documents and data in the possession or control of the Company which relate to this Contract, including the documents and data, if any, referred to in the Schedules.
- 12.4 The Company shall and shall procure that the Company Personnel shall do such other reasonable acts or things as may be necessary or desirable to enable the Department to accomplish an orderly and prompt transfer of responsibility for the provision of the Services (or their equivalent).
- 12.5 The Company 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 for the provision of the Services (or their equivalent) and undertakes to procure that its officers, employees and agents 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 for the provision of the Services (or their equivalent).
- 12.6 The Company shall not at any time after the expiry or other termination of this Contract represent itself as providing Services or as being in any way connected with the Department.

13. **ACCESS AND INFORMATION**

The Company shall provide access at all reasonable times to the Department's internal auditors or the National Audit Office, and their employees, agents or representatives as

they may reasonably request to inspect to such documents as the Department considers necessary in connection with this Contract. Such persons shall be entitled to take copies of or extracts from such accounts.

**14. CONFLICT OF INTEREST**

14.1 The Company acknowledges and agree that (except as provided below) it will not act for any person or organisation that is or is reasonably likely to become a contractor of the Department in relation to the project for which the Services are provided, in any capacity. For the avoidance of doubt, this Clause 14 shall not prevent the Company from providing services to an existing client of the Company to whom the Company is currently providing services provided that, where the Company is providing such services to such a person who is an existing client:

14.1.1 it shall not act for any such client in respect of any transactions between the Department and such client or its Associated Companies; and,

14.1.2 it will ensure that any personnel acting for any such client that are not already acting for the Department do not have access to information held by the Company relating to the Department.

14.2 This Clause shall survive the termination of the Company's appointment howsoever arising for a period of one year and shall continue in full force and effect.

**15. STATUS OF THE COMPANY AND THE KEY PERSONNEL**

15.1 In carrying out its obligations under this Contract the Company agrees that it will be acting as principal and not as the agent of the Department.

15.2 The Company warrants that it is a limited company duly registered in accordance with the law of England and Wales and that it shall make the Key Personnel available to provide services, namely the Services, to the Department under the terms of this Contract as an independent contractor. The Company further warrants that it is the employer of any individuals who carry out the Services on its behalf and that nothing in this Contract shall be construed or have the effect of giving rise to a relationship of employer and employee between the Department or the Crown on the one hand and the Company and/or Key Personnel or any of its officers or employees on the other, whether for the duration of the Contract, for the duration of each period for which the Company or an officer or employee of the Company is providing services to the Department pursuant to this Contract or otherwise.

**16. TAX INDEMNITY**

16.1 Where the Company and/or the Key Personnel are liable to be taxed in the UK in respect of consideration received under this contract, the Company 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.

16.2 Where the Company and/or the Key Personnel are liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, the Company 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.

16.3 The Department may, at any time during the term of this contract, ask the Company to provide information which demonstrates how the Company 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 Company 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 Company:
    - (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 Company 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 Company 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 Company 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 Company 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 Company to Company Personnel and in particular to Key Personnel in connection with this Contract.
- 16.8 The Company 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 Company under this Contract or in relation to any payments made by the Company to Company Personnel and in particular to Key Personnel in connection with this Contract.
- 16.9 The Company 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 Company 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.
- 16.11 The Company shall register for value added tax if and when required by law and shall promptly notify the Department for Work and Pensions of its liability for Class 2 and, where appropriate, Class 4 national insurance contributions.

16.12 The Company shall ensure that the obligations set out in this Clause 16 (Tax Indemnity) are incorporated and reflected in its contracts with all Company Personnel and in particular in its contract with the Key Personnel. The Company shall further ensure that it obtains the necessary consent from the Company Personnel to enable the sharing of information provided pursuant to these obligations with the Department.

17. **CONFIDENTIALITY**

17.1 The Company acknowledges that any Confidential Information obtained from or relating to the Department, its servants or agents is the property of the Department.

17.2 Each party hereby warrants that:

17.2.1 any person employed or engaged by it (in connection with this Contract in the course of such employment or engagement) shall treat all Confidential Information belonging to the other party as confidential, safeguard it accordingly and only use such Confidential Information for the purposes of this Contract; and

17.2.2 any person employed or engaged by it (in connection with this Contract in the course of such employment or engagement) shall not disclose any Confidential Information to any third party without prior written consent of the other party, except where disclosure is otherwise expressly permitted by the provisions of this Contract.

17.3 The Company shall take all necessary precautions to ensure that all Confidential Information obtained from the Department is treated as confidential and not disclosed (without prior approval) or used other than for the purposes of this Contract by any of its employees, servants, agents or sub-contractors.

17.4 Without prejudice to the generality of the foregoing neither the Company or Company Personnel or otherwise, shall use the Confidential Information for the solicitation of business from the Department whether directly or by its servants or consultants or any third party.

17.5 The Company shall ensure that the Company Personnel or such professional advisors or consultants are aware of the Company's obligations under this Contract.

17.6 The provisions of clauses 17.1 to 17.5 inclusive shall not apply to any information received by one party from the other:

17.6.1 which is or becomes public knowledge (other than by breach of this Clause 17.6);

17.6.2 which was in the possession of the receiving party, without restriction as to its disclosure, before the date of receipt from the disclosing party;

17.6.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

17.6.4 which is independently developed without access to the Confidential Information;

17.6.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act or the Environmental Information Regulations.

- 17.7 Nothing in this Contract shall prevent the Department from disclosing the Company's Confidential Information:
- 17.7.1 on a confidential basis to any Central Government Body for any proper purpose of the Department or of the relevant Central Government Body;
  - 17.7.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
  - 17.7.3 to the extent that the Department (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
  - 17.7.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 17.7.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
  - 17.7.5 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
  - 17.7.6 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.
- 17.8 The Department shall use all reasonable endeavours to ensure that any Central Government Body, Contracting Authority, employee, third party or Sub-contractor to whom the Company's Confidential Information is disclosed pursuant to Clause 17 is made aware of the Department's obligations of confidentiality.
- 17.9 Nothing in this Clause 17 shall prevent either party from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business, to the extent that it does not result in a disclosure of Confidential Information or an infringement by either party of any Intellectual Property Rights.
- 17.10 Nothing in this Clause 17 shall prevent the Department from exercising licenses granted to it under this Contract or enjoying Intellectual Property Rights vesting in or transferring to it under this Contract.
- 17.11 The Company undertakes to make no reference in any advertising or other promotional material to this Contract without the prior written consent of the Department.
- 17.12 Any findings and/or contents of reports produced under this Contract shall not be disclosed without the permission of the Department which shall not be unreasonably withheld.
- 17.13 In the event that the Company fails to comply with this Clause 17, the Department reserves the right to terminate the Contract by notice in writing with immediate effect.
- 17.14 The provisions under this Clause 17 are without prejudice to the application of the Official Secrets Act 1911 to 1989 to any Confidential Information.
- 17.15 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services, the Company undertakes to maintain adequate security arrangements that meet the requirements of professional standards and best practice.

- 17.16 The Company will immediately notify the Department of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services and will keep a record of such breaches. The Company will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Company's obligations under clauses 17.1, 17.2 and 17.3. The Company will cooperate with the Department in any investigation that the Department considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.
- 17.17 The Company shall, at its own expense, alter any security systems at any time during the Contract Period at the Department's request if the Department reasonably believes the Company has failed to comply with clause 17.15.
- 17.18 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.
- 17.19 Subject to Clause 17.18, the Company hereby gives his 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.
- 17.20 The Department may consult with the Company to inform its decision regarding any redactions but the Department shall have the final decision in its absolute discretion.
- 17.21 The Company shall assist and cooperate with the Department to enable the Department to publish this Contract.

## 18. DATA PROTECTION

- 18.1 With respect to the parties' rights and obligations under this Contract, the parties agree that the Department is the Data Controller and that the Company is the Data Processor.
- 18.2 The Company shall and shall ensure the Company Personnel, in particular the Key Personnel, shall:
- 18.2.1 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 Company during the life of the Contract);
  - 18.2.2 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;
  - 18.2.3 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;
  - 18.2.4 Take reasonable steps to ensure the reliability of any Company Personnel who have access to the Personal Data;

- 18.2.5 Obtain prior written consent from the Department in order to transfer the Personal Data to any Sub-contractors or Associated Companies for the provision of the Services;
- 18.2.6 Ensure that all Company 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<sup>18</sup>;
- 18.2.7 Ensure that none of Company Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Department;
- 18.2.8 Notify the Department (within 5 Working Days) if it receives:
- a request from a Data Subject to have access to that person's Personal Data; or
  - a complaint or request relating to the Department's obligations under the Data Protection Legislation;
- 18.2.9 Provide the Department with full cooperation and assistance in relation to any complaint or request made, including by:
- providing the Department with full details of the complaint or request;
  - 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;
  - providing the Department with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Department); and
  - providing the Department with any information requested by the Department;
- 18.2.10 Permit the Department or the Department's Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Company'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 Company is in full compliance with its obligations under this Agreement;
- 18.2.11 Provide a written description of the technical and organisational methods employed by the Company for processing Personal Data (within the timescales required by the Department); and
- 18.2.12 Not process Personal Data outside the European Economic Area without the prior written consent of the Department and, where the Department consents to a transfer, to comply with:
- the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
  - any reasonable instructions notified to it by the Department.
- 18.3 The Company 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.

19. **FREEDOM OF INFORMATION**

- 19.1 The Company 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.
- 19.2 The Company shall and shall procure that Company Personnel and Sub-contractors shall:
- 19.2.1 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;
- 19.2.2 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
- 19.2.3 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.
- 19.3 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.
- 19.4 In no event shall the Company or any Company Personnel or a Sub-contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.
- 19.5 The Company acknowledges that (notwithstanding the provisions of Clause 19) 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 Company or the Project:
- 19.5.1 in certain circumstances without consulting the Company; or
- 19.5.2 following consultation with the Company and having taken its views into account;
- provided always that where 19.5.1 applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Company advanced notice, or failing that, to draw the disclosure to the Company's attention after any such disclosure.
- 19.6 The Company shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such records as requested from time to time.

20. **ASSIGNMENT AND SUB-CONTRACTING**

- 20.1 Neither the benefit nor the burden of this Contract may be assigned or sub-contracted in

whole or in part by the Company 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 Company.

20.2 Where the Company enters into a contract with a Sub-contractor for the purpose of performing its obligations under the Contract it shall ensure prompt payment in accordance with this clause 20.2. Unless otherwise agreed by the Department in writing, the Company 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:

20.2.1 10 days, where the Sub-contractor is an SME; or

20.2.2 30 days either, where the sub-contractor is not an SME, or both the Company and the Sub-contractor are SMEs,

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

20.4 The Department shall be entitled to withhold payment due under clause 20.2 for so long as the Company, in the Department's reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with clause 20.2. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment.

20.5 The Company shall take all reasonable steps to satisfy itself that the Sub-contractors (or their employees) are suitable in all respects to perform the services required by the Company.

20.6 The Company shall immediately notify the Department if it has any concerns regarding the propriety of any of the Sub-contractors in respect of services rendered in connection with this Contract.

20.7 The Company or, where applicable, its lawful assignees, shall at all times remain responsible for the proper performance of its obligations and for all the acts and omissions of its sub-contractors in connection with this Contract.

## 21. **CORRUPT GIFTS AND PAYMENT OF COMMISSION**

The Company shall not, and shall ensure that none of the Company Personnel shall, pay any commission, fees or grant any rebates to any employee, officer or agent of the Department nor favour any employee, officer or agent of the Department with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Department other than as a representative of the Department, without the Department's written approval. The Department shall have the right to audit any and all such records necessary to confirm compliance with this Clause 21 at any time during performance of this Contract and during the three year period following completion of performance. Breach of this Clause 21 shall entitle the Department to terminate this Contract and any other contracts between the Company and the Department forthwith.

## 22. **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.

23. **SEVERABILITY**

If any provision or part of a provision of this Contract shall be or shall become unenforceable, void or invalid (as the case may be) such provision or part thereof shall not affect and shall be deemed to be severed from the remainder of this Contract to the intent that the remainder of the affected provision and this Contract shall be or shall continue to be fully enforceable and valid.

24. **DISCRIMINATION**

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

25. **THE CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This clause does not affect any right or remedy of any person which exists or is available otherwise then pursuant to that Act.

26. **DISPUTE RESOLUTION**

26.1 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.

26.2 Any dispute not capable of resolution by the parties in accordance with the terms of Clause 26.1 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) model Mediation Procedure.

26.3 No party may commence any court proceedings in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation in accordance with the provisions of Clause 26.2.

27. **NOTICES**

Any notices to be given under this Contract shall be delivered personally or sent by post or by facsimile transmission to the Contract Manager (in the case of the Department) or to the address set out in this Contract (in the case of the Company). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission.

28. **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.

As witness the hands of the parties:

Authorised to sign for and on

Authorised to sign for and on

behalf of the Secretary of State for Education

behalf of Andrew Christie Consulting

Signature:

Signature:

SUZANNE LUNN

ANDREW CHRISTIE

Deputy Director

Director

Department for Education  
Sanctuary Buildings  
Great Smith Street  
LONDON  
SW1P 3BT

Andrew Christie  
19 Greenside,  
Crowthorne,  
Berkshire  
RG45 6EX

Date:

Date:

## **SCHEDULE 1 SERVICES TO BE DELIVERED**

### **1 Background**

Children's social care services in Birmingham City Council ("the Council") have been rated inadequate since 2008 and are in departmental intervention. At present, Dave Hill acts as the Secretary of State's commissioner in Birmingham, overseeing the Council's improvements and holding them to account. In September 2015, BCC Cabinet gave in principle approval for children's social care services to move to a new trust model. You have been appointed as the independent Chair of Birmingham Children's Trust ("the Chair" and "the Trust", respectively) by the Secretary of State for Education ("the Secretary of State") and the Council. The Trust will exercise children's social care functions on behalf of "the Council".

From 1<sup>st</sup> of April 2017, the Trust will be incorporated and operate in shadow form as it prepares to exercise the Council's children's social care functions from on or around 1<sup>st</sup> of April 2018 (or another such date as the council may advise) being the "go live date".

### **2 Key Personnel**

The following named individual, Andrew Christie, shall be considered Key Personnel for the purpose of delivering the Services detailed in this Schedule 1. Andrew Christie has significant experience of working with challenging local authorities, leading boards of companies, and comes from a children's social care background.

#### **Purpose of appointment**

3. As Chair, you will provide strong, independent leadership to the Trust, and ensure that its board of directors ("the Board") is effective in setting and implementing the Trust's strategic direction for improving the delivery of children's social care services in Birmingham.

#### **Period of appointment**

4. The Secretary of State appoints you to be the Chair from 01/01/2017 until 31/03/2018. This period may be extended by agreement between you and the Secretary of State.

#### **Chair's Services**

5. From the date of your appointment until the go live date, you will be responsible, together with the council, for overseeing the set-up of the Trust, including:
  - 5.1 ensuring that the Trust is established as an autonomous organisation, able to drive improvement and innovation in delivering children's social care services on behalf of the Council;
  - 5.2 establishing the Board, subject to approval by the Secretary of State as agreed, with the necessary skills and vision to drive service improvements;

- 5.3 being involved in the appointment of a chief executive officer and NED's for the Trust;
  - 5.4 negotiating a clear role and remit for the Trust, including its relationship with the Council; and
  - 5.5 playing a leading role in the promotion of effective, constructive partnership working with the Council and other key partner agencies.
6. Throughout the period of your appointment, you will:
- 6.1 Provide strategic leadership to the Trust. This will include:
    - 6.1.1 setting an ambitious vision for improvement and innovation in the exercise of children's social care functions and the delivery of children's social care services in Birmingham;
    - 6.1.2 setting out a strategic approach for the Board leadership that assists the Board to perform effectively its core functions;
    - 6.1.3 developing the Board's priorities and agreeing meeting agendas in order to facilitate discussions that reflect the Trust's identified strategic priorities;
    - 6.1.4 facilitating effective communication between the Board's non-executive directors and the executive directors, and with other senior managers; and
    - 6.1.5 overseeing the Board's functions and deliberations between formal meetings.
  - 6.2 Establish effective corporate governance arrangements for the Trust. This will include:
    - 6.2.1 supporting and guiding the Board to ensure the transparent selection, appointment, assessment and (should it prove necessary) the removal of directors, or any other direct appointee;
    - 6.2.2 recommending to the Board the selection and appointment of the chairs and vice-chairs of the Board's committees;
    - 6.2.3 collaborating with the Board and stakeholders to identify, attract and recommend for Board approval, qualified candidates to serve as non-executive directors;
  - 6.3 Oversee institutional performance. This will include:
    - 6.3.1 supporting and guiding the Board in the routine performance assessment of the Trust's governing, advisory and administrative bodies;
    - 6.3.2 managing the annual performance assessment of the executive directors, and providing support to the annual performance assessments of other direct reports to the Board;
    - 6.3.3 guiding the Board's termly strategic reviews on how to achieve and assess the impact of improvement in services for children and financial management; and
    - 6.3.4 reporting on performance, and such other matters as the Secretary of State may request, including a written report sent to the Secretary of State every six months.

- 6.4 Coordinate risk management. This will include:
  - 6.4.1 supporting the Board in the establishment and – through the Trust’s audit committee – regular review of the Trust’s risk management strategy, including risk classification, tolerance and mitigation; and
  - 6.4.2 ensuring the effectiveness of risk management activity through the committees of the Board, principally the audit committee.
- 6.5 Advocate on behalf of the Trust. This will include:
  - 6.5.1 acting as the principal spokesperson and representative for the Board, advocating, and promoting the work of the Trust in social work, social care and corporate settings; and
  - 6.5.2 maintaining effective communication and engagement with stakeholders such as the Council, partner agencies, government departments and national agencies, schools and colleges and employees and the media, to ensure the Board understands and addresses the issues and concerns of a diverse range of stakeholders.
- 6.6 Fulfil a procedural role in the operation of the Trust. This will include:
  - 6.6.1 chairing and leading all Board meetings, strategy reviews, and other such meetings;
  - 6.6.2 ensuring adequate time for informed discussion and consideration of agenda items and clear, effective decision making by the Board, and overseeing a vote amongst Board members if consensus cannot be reached; and
  - 6.6.3 in accordance with the Trust’s governance procedures, acting on behalf of the Board between Board meetings to make immediate decisions. The Chair, in consultation with the executive and non-executive directors, can determine the nature and urgency of a required decision which cannot be accommodated by emergency Board meetings or teleconferences, and reporting to the Board on any such decisions as soon as possible thereafter.
7. Throughout the period of your appointment you are acting as a nominee of the Secretary of State and you are accountable to the Secretary of State, which shall be through the Commissioner during the currency of the Commissioner’s appointment. However, you must also demonstrate that your work in Birmingham is in the public interest of Birmingham’s children, young people, and their families.
8. Whilst the Commissioner for Children’s Social Care is appointed in Birmingham you will be expected to work with him in your capacity as Chair, particularly in the setting-up of the Trust. You will agree with him, and the Chief Executive of the Council (Head of Paid Service), your formal working relationship.
9. You will need to ensure that services are properly and effectively coordinated, working with the Chief Executive of the Council, other Council employees, including the Director of Children’s Services, and other relevant bodies and partnerships – including, but not limited to, the Safeguarding Children Board and the police.

## SCHEDULE 2

### CHARGES

- 1.1 The Department shall pay the Company the fixed daily rate of £800 for the Services with the number of days payable in any 12 month period limited to a maximum of 72 days.
- 1.2 All fees, costs and expenses payable to the Company under this Contract are exclusive of VAT which shall in addition be payable by the Department where appropriate (at the times provided in this Contract) against delivery of a suitable VAT invoice.
- 1.3 For the sake of clarity it is understood that overhead costs such as telephone calls, stationery, postage, secretarial assistance for Services under this Contract are included in the fee rates detailed in 1.1 above.
- 1.4 The Department shall reimburse the Company for such reasonable travelling and hotel expenses wholly and reasonably incurred by the Key Personnel in connection with the provision of the Services, in accordance with the schedule 3 and with the expenses policy of the Department from time to time. Payment of expenses shall be made only upon the provision of suitable VAT invoices relating to the provision of such expenses.
- 1.5 Such reasonable travelling and hotel expenses (clause 1.4 refers) shall be limited as follows and no other out of pocket expenses shall be allowable. For the avoidance of doubt where stated rates apply these shall be based on the Department's rates at the time of awarding the Contract and shall be fixed for the duration of the Contract.
  - 1.5.1 hotel accommodation bed and breakfast, the Department to reimburse the actual expenditure of the Key Personnel which shall not exceed the Department's rates of London: £110 including VAT; elsewhere £75 including VAT;
  - 1.5.2 rail travel, the Department to reimburse the actual expenditure of the Key Personnel which shall be restricted to standard class;
  - 1.5.3 car mileage, the Department to reimburse the Key Personnel at the Department's "Public Transport Rate" (PTR) of 25 pence per mile;
  - 1.5.4 taxis, the Department to reimburse the Key Personnel's actual costs only where their use can be justified against using public transport.
- 1.6 The Company shall maintain full and accurate accounts for the Services. 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.
- 1.7 The Company shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts identified in Clause 1.6 above 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 Company has used the Department's resources in the performance of this Contract.

### 2. INVOICES

- 2.1 The Company shall prepare invoices on the last working day of each calendar month in arrears. The invoice should specify:
  - 2.1.1 the number of days worked in that month;

- 2.1.2 the cumulative total of days worked since the contract commenced;
  - 2.1.3 brief details of the outputs and outcomes delivered in that month;
  - 2.1.4 breakdown of costs of any travel tickets and hotel accommodation expenditure incurred during that month, reasons for travel and/or visits undertaken with dates, all expenditure to be supported by receipts; and
  - 2.1.5 the balance of the maximum of 72 days still outstanding after payment of the invoice.
- 2.2 The Key Personnel on behalf of the Company, its nominated representative or accountant, shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Company and in particular the Key Personnel on the Services 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.
- 2.3 Invoices shall be sent, within 5 days of the end of the relevant calendar month to [SSCL.POINVOICEPAYMENTS@DWP.GSI.GOV.UK](mailto:SSCL.POINVOICEPAYMENTS@DWP.GSI.GOV.UK), quoting the Contract reference number. Invoices should be copied to Nicholas Williams, the Contract Manager and to [PMO.LAINTERVENTION@education.gsi.gov.uk](mailto:PMO.LAINTERVENTION@education.gsi.gov.uk). 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 complies with paragraph 2.1 of this Schedule; 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.
- 2.4 If this Contract is terminated by the Department for any reason at any time before the end of the *Period of Appointment* as set out in clause 4 of schedule 3. The Department shall only be liable to reimburse eligible payments made by, or due to, the Company before the date of termination.
- 2.5 On the conclusion of the *Period of Appointment* as set out in clause 4 of schedule 3 of Appointment, the Company shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Services. The final invoice shall be submitted not later than 30 days after the date of conclusion of the *Period of Appointment* as set out in clause 4 of schedule 3. The Department shall not be obliged to pay the final invoice until the Company has carried out all the elements of the Services as specified in Schedule 1.
- 2.6 It shall be the responsibility of the Company to ensure that the final invoice covers all outstanding expenditure for which reimbursement maybe 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.

**End of Schedule 2**