

**BEIS DPF31 - BEIS STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR SERVICES
(including Hire, Lease and Facilities Management)**

<u>Clauses</u>	<u>Index</u>
1	Definitions and Interpretation
2	Acts by the Authority
3	Service of Notices and Communications
4	Assignment and Sub-contracting
5	Entire Agreement
6	Waiver
7	Severability
8	Confidentiality
9	Freedom of Information
10	Amendments and Variations
11	Invoices and Payment
12	Accounts
13	Recovery of Sums Due
14	Value Added Tax
15	Provision of Services
16	Progress Report
17	Contractor's Personnel
18	Indemnities and Insurance
19	Termination for Insolvency or Change of Control
20	Termination of Breach of Contract
21	Cancellation
22	Dispute Resolution
23	Bribery and corruption
24	Official Secrets
25	Special Provisions
26	Conflict of Interest
27	Intellectual Property Rights
28	Rights of Third Parties
29	Government Property
30	Data Protection
31	Payment of taxes: income tax and NICs
32	Payment of taxes: Occasions of Tax Non-compliance
33	Equality and non-discrimination
34	Welsh Language Act
35	Sustainable Procurement
36	Other Legislation
37	Contractor Status
38	Transfer of Services
39	Law and Jurisdiction
40	Transparency

BEIS STANDARD TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

(including Hire, Lease and Facilities Management)

1. Definitions and Interpretation

(1) In these terms and conditions of contract for services (“Conditions”):

“Annex A” means the Annex A (Processing, Personal Data and Data Subjects) attached to the Authority’s specification of requirements which forms part of this Contract;

“Authority” means the Secretary of State for Business, Energy and Industrial Strategy, acting as part of the Crown;

“Authority’s Premises” means land or buildings owned or occupied by the Authority;

“Confidential Information”:

- a) means all information obtained by the Contractor from the Authority or any other department or office of Her Majesty's Government relating to and connected with the Contract and the Services; but
- b) does not include the Contract itself and the provisions of the Contract where, or to the extent that, the Authority publishes them by virtue of Condition 40;

the “Contract” means the agreement concluded between the Authority and the Contractor for the supply of Services, including without limitation these Conditions (to the extent that they are not expressly excluded or modified), all specifications, plans, drawings and other documents which are incorporated into the agreement;

the “Contract Period” means the period from the date of this Contract to the date of expiry of this Contract set out in the DPF41 Contract offer letter or such earlier date as this Contract is terminated in accordance with its terms;

the “Contract Year” means a period of 12 consecutive months starting on the date of this Contract and each anniversary thereafter;

the “Contractor” means the person who agrees to supply the Services and includes any person to whom all or part of the Contractor’s obligations are assigned pursuant to Condition 4;

“Contractor Personnel” means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor engaged in the performance of its obligations under this Contract, pursuant to Condition 4;

“Contracts Finder” means the Government’s publishing portal for public sector procurement opportunities;

“the Charges” means the price agreed in respect of the Services, excluding Value Added Tax;

“Data Controller” shall have the same meaning as given in the Data Protection Legislation;

“Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract and/or actual or potential loss and/or alteration and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

“Data Protection Legislation” means (i) the General Data Protection Regulation (GDPR)(Regulation (EU) 2016/679), the Law Enforcement Directive (LED) (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

“Data Processor” shall have the same meaning as given in the Data Protection Legislation;

“Data Protection Impact Assessment” means an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data;

“Data Protection Officer” shall have the same meaning as given in the Data Protection Legislation;

“Data Subject” shall have the same meaning as given in the Data Protection Legislation;

“Data Subject Request” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

“Government Property” means anything issued or otherwise furnished in connection with the Contract by or on behalf of the Authority, including but not limited to documents, papers, data issued in electronic form and other materials;

“Intellectual Property Rights” means patents, trade marks, service marks, design rights (whether registrable or not), applications for any of those rights, copyright, database rights, trade or business names and other similar rights or obligations, whether registrable or not, in any country, including but not limited to, the United Kingdom;

“Law” means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;

“MI Reporting Template” means the document (included as an annex to the DPF41 Contract offer letter) as amended in accordance with Condition 41;

“Party” means a Party to this Contract, and “Parties” shall mean both of them;

“Personal Data” shall have the same meaning as given in the Data Protection Legislation;

“Personal Data Breach” shall have the same meaning as given in the Data Protection Legislation;

“Protective Measures” means any appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

“Purchase Order” means the document so described by the Authority to purchase the Services which makes reference to the Conditions;

the “Services” means the services to be supplied under the Contract;

“SME” means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;

“Sub-Processor” means any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;

“VCSE” means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

(2) The interpretation and construction of the Contract shall be subject to the following provisions:

- (a) a reference to any statute, enactment, order, regulation or similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;
- (b) the headings in these Conditions are for ease of reference only and shall not affect the interpretation or construction of the Contract;

- (c) references to “person”, where the context allows, includes a corporation or an unincorporated association.

2. Acts by the Authority

Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done by any person authorised, either expressly or impliedly, by the Authority to take or do that decision, act or thing.

3. Service of Notices and Communications

Any notice or other communication that either party gives under the Contract shall be made in writing and given either by hand, first class recorded postal delivery or facsimile transmission. Notice given by hand shall be effective immediately, notice given by recorded postal delivery shall be effective two working days after the date of posting, notice given by facsimile transmission shall be effective the working day after receipt by the notifying party of a transmission slip showing that the transmission has succeeded.

4. Assignment and Sub-contracting

- (1) The Contractor shall not give, bargain, sell, assign, sub-contract or otherwise dispose of the Contract or any part thereof without the previous agreement in writing of the Authority.
- (2) The Contractor shall not use the services of self-employed individuals in connection with the Contract without the previous agreement in writing of the Authority.
- (3) If the Contractor uses a sub-contractor for the purpose of performing the Services or any part of it, the Contractor shall include in the relevant contract a provision which requires the Contractor to pay for those goods or services within 30 days of the Contractor receiving a correct invoice from the sub-contractor.
- (4) The Contractor shall be responsible for the acts and omissions of his sub-contractors as though they were his own.
- (5) The Authority shall be entitled to assign any or all of its rights under the Contract to any contracting authority as defined in Regulation 2(1) of the Public Services Contracts Regulations 2006, provided that such assignment shall not materially increase the burden of the Contractor’s obligations under the Contract.
- (6) Where the Authority notifies the Contractor that it estimates the Charges payable under this Contract are due to exceed £5 million in one or more Contract Years the Contractor shall:
 - (a) subject to Condition 4(9), advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Goods and/or Services and/or Works above a minimum threshold of £25,000 that arise during the Contract Period;

- (b) within 90 days of awarding a subcontract to a subcontractor, update the notice on Contracts Finder with details of the successful subcontractor;
- (c) monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- (d) provide reports on the information in Condition 4(6)(c) to the Authority in the format and frequency as reasonably specified by the Authority; and
- (e) promote Contracts Finder to its Contractors and encourage those organisations to register on Contracts Finder.

(7) Each advert referred to in Condition 4(6)(a) above shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor.

(8) The obligation in Condition 4(6)(a) shall only apply in respect of subcontract opportunities arising after the contract award date.

(9) Notwithstanding Condition 4(6), the Contracting Authority may, by giving its prior written approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder.

5. Entire Agreement

The Contract constitutes the entire agreement and understanding between the parties and supersedes all prior written and oral representations, agreements or understandings between them relating to the subject matter of the Contract provided that neither party excludes liability for fraudulent misrepresentations upon which the other party has relied.

6. Waiver

(1) The failure by either party to exercise any right or remedy shall not constitute a waiver of that right or remedy.

(2) No waiver shall be effective unless it is communicated to the other party in writing.

(3) A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

7. Severability

If any Condition, clause or provision of the Contract not being of a fundamental nature is held to be unlawful, invalid or unenforceable by a court or tribunal in any proceedings relating to the Contract, the validity or enforceability of the remainder of the Contract shall not be affected. If the court finds invalid a provision so fundamental as to prevent the accomplishment of the purpose of the Contract, the parties shall immediately commence negotiations in good faith to remedy the invalidity.

8. Confidentiality

(1) The Contractor agrees not to disclose any Confidential Information to any third party without the prior written consent of the Authority. To the extent that it is necessary for the Contractor to disclose Confidential Information to its staff, agents and sub-contractors, the Contractor shall ensure that such staff, agents and sub-contractors are subject to the same obligations as the Contractor in respect of all Confidential Information.

(2) Condition 8(1) shall not apply to information which:

- (a) is or becomes public knowledge (otherwise than by breach of these Conditions or a breach of an obligation of confidentiality);
- (b) is in the possession of the Contractor, without restriction as to its disclosure, before receiving it from the Authority or any other department or office of Her Majesty's Government;
- (c) is required by law to be disclosed;
- (d) was independently developed by the Contractor without access to the Confidential Information.

(3) The obligations contained in this Condition shall continue to apply after the expiry or termination of the Contract.

(4) The Contractor shall not handle or examine any document or thing bearing a Government security classification of “Confidential”, “Secret” or “Top Secret” other than in a Government establishment and the Contractor shall not remove any such document or thing from such Government establishment without the prior written consent of the Authority.

(5) The Contractor shall not communicate with representatives of the general or technical press, radio, television or other communications media, with regard to the Contract, unless previously agreed in writing with the Authority.

(6) Except with the prior consent in writing of the Authority, the Contractor shall not make use of the Contract or any Confidential Information otherwise than for the purposes of carrying out the Services.

9 Freedom of Information

(1) The Contractor acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations SI 2004 No. 3391 (“EIR”) and shall assist and cooperate with the Authority, at the Contractor’s expense, to enable the Authority to comply with these information disclosure requirements.

(2) In this Condition:-

“Information” has the meaning ascribed to it in section 84 of the FOIA;

“Request for Information” has the meaning ascribed to it in section 8 of the FOIA, or any apparent request for information under the FOIA or EIR.

- (3) The Contractor shall (and shall procure that its subcontractors shall):-
- (a) Transfer any Request for Information to the Authority as soon as practicable after receipt and in any event within two working days;
 - (b) Provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within five working days (or such other period as the Authority may specify) of the Authority requesting that Information;
 - (c) Provide all necessary assistance as reasonably requested by the Authority to enable it to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

- (4) The Authority shall be responsible for determining, at its absolute discretion, whether any Information:-
- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the EIR;
 - (b) is to be disclosed in response to a Request for Information.

In no event shall the Contractor respond directly to a Request of Information unless expressly authorised to do so in writing by the Authority.

- (5) The Contractor acknowledges that the Authority may, acting in accordance with the Secretary of State for Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of the FOIA (issued under section 45 of the FOIA in November 2004), be obliged under the FOIA or the EIR to disclose Information unless an exemption applies. The Authority may at its discretion consult the Contractor with regard to whether the FOIA applies to the Information and whether an exemption applies.

- (6) The Contractor shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

- (7) The Contractor acknowledges that any lists or schedules provided by it outlining information it deems confidential or commercially sensitive are of indicative value only and that the Authority may nevertheless be obliged to disclose information which the Contractor considers confidential in accordance with Conditions 9(4) and (5).

10. Amendments and Variations

Subject to Condition 18(7) no amendment or variation to the terms of the Contract shall be valid unless previously agreed in writing between the Authority and the Contractor.

11. Invoices and Payment

(1) The Contractor shall submit invoices at times or intervals agreed by the Authority in the Contract or otherwise. The Contractor shall ensure that any invoice it submits sets out the Authority's Purchase Order or contract number, the Charges and, where not all of the Services have been completed, the relevant part of the Charges with an appropriate breakdown of time worked, the part of the Services (if all the Services have not been completed) and period to which the invoice relates, and its confirmation that the Services (or relevant part of the Services referred to on the invoice) have been fully performed.

(2) In consideration of the provision of the Services by the Contractor, the Authority shall pay the Charges after receiving a correctly submitted invoice as set out in Condition 11(1). Such payment shall normally be made within 30 days of receipt of the correctly submitted invoice.

(3) The Contractor shall not be entitled to charge for the provision of any services that are not part of the Services agreed within the Contract, unless the Contract has been properly varied in advance in accordance with Condition 10.

(4) The Authority may reduce payment in respect of any Services that the Contractor has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Authority.

(5) If the Contractor believes that payment for a correctly submitted invoice is overdue, he should, in the first instance, speak to the named contact on the face of the Contract. In the event that the problem is not resolved to his satisfaction, he should write to the Head of Procurement at the Department for Business, Energy and Industrial Strategy setting out his case. The Head of Procurement shall ensure that the complaint is dealt with by an official who is independent of the main contact and that the Contractor is not treated adversely in future for having made a complaint.

(6) For the purpose of calculating any statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, the relevant date for the payment of the debt shall be deemed to be the last day of a period of 30 days commencing on the day when the Authority received the invoice, or, if the Contractor had not completed the Services (or the part of the Services to which the invoice relates) before submitting the invoice, the last day of a period of 30 days commencing on the day when the Contractor completed the Services, (or the part of the Services to which the invoice relates).

12. Accounts

(1) The Contractor shall keep full and proper accounts, records and vouchers relating to all expenditure reimbursed by the Authority and all payments made by the Authority in respect of the Services.

(2) The Contractor shall permit the Authority acting by its officers, servants and agents or independent auditor on request and at all reasonable times to examine all accounts, records and vouchers at the offices of the Contractor or at such other places as the Authority shall direct, and to take copies of such accounts, records and vouchers and

the Contractor shall provide the Authority or its independent auditor with such explanations relating to that expenditure as the Authority may request.

(3) The Contractor shall ensure that the said accounts, records and vouchers are available for a period of six years after termination or expiry of the Contract.

13. Recovery of Sums Due

(1) Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, such sum may be deducted from any amount then due, or which at any time thereafter may become due, to the Contractor under this Contract or any other agreement or arrangement with the Authority or with any other department or office of Her Majesty's Government.

(2) Any over-payment by the Authority to the Contractor whether in respect of the Charges or Value Added Tax shall be a sum of money recoverable from the Contractor pursuant to Condition 13(1) above or otherwise.

14. Value Added Tax

(1) The Authority shall pay to the Contractor, in addition to the Charges, a sum equal to the Value Added Tax chargeable on the value of the Services provided in accordance with the Contract.

(2) Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if he is a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of Regulations made under the Value Added Tax Act 1994.

(3) The Contractor shall, if so requested by the Authority, furnish such information as may reasonably be required by the Authority relating to the amount of Value Added Tax chargeable on the Services.

15. Provision of Services

(1) The Contractor shall provide the Services in accordance with and as specified in the Contract to the satisfaction of the Authority whose decision shall be final and conclusive. The Authority shall have the power to inspect and examine the performance of the Services at the Authority's Premises at any reasonable time or, provided that the Authority gives reasonable notice to the Contractor, at any other premises where any part of the Services is being performed.

(2) If the Authority informs the Contractor that the Authority considers any part of the Services to be inadequate or in any way differing from the Contract, and this is other than as a result of default or negligence on the part of the Authority, the Contractor shall at his own expense re-schedule and perform the work correctly within such reasonable time as may be specified by the Authority.

(3) The Authority may at any time demand that the Contractor suspend the provision of the Services. If the Authority exercises such right to suspend the provision of the Services or any part of them, or if the Contractor is delayed in proceeding with the provision of the Services by the Authority (otherwise than as a consequence of a breach of the Contract, or a breach of duty or fault or negligence on the part of the Contractor), the Authority shall be responsible for loss incurred by the Contractor as a result of such suspension or delay. Subject to the Contractor taking reasonable steps to mitigate its loss, the Contractor will be able to recover from the Authority under this Condition only for those losses which:

(a) were reasonably foreseeable by the Authority as arising as a direct result of the suspension or delay; and

(b) relate to the cost of any commitments entered into by the Contractor which cannot be met as a result of the suspension or delay and in respect of which the Contractor cannot obtain a refund (where the Contractor has already paid in relation to the commitment) or is obliged to pay (where the Contractor has not already paid in relation to the commitment).

The provisions of this Condition shall not apply where the reason for the suspension of the Services arises from circumstances beyond the control of the Authority.

(4) If the performance of the Contract by the Contractor is delayed by reason of any act on the part of the Authority or by industrial dispute (other than by an industrial dispute occurring within the Contractor's or its sub-contractor's organisation) or any other cause which the Contractor could not have prevented then the Contractor shall be allowed a reasonable extension of time for completion. For the purposes of this Condition, the Contractor shall be deemed to have been able to prevent causes of delay that are within the reasonable control of the Contractor's staff, agents and sub-contractors.

(5) Timely provision of the Services shall be of the essence of the Contract, including in relation to commencing the provision of the Services within the time agreed or on a specified date.

(6) The Contractor warrants that it shall provide the Services with all due skill, care and diligence, and in accordance with good industry practice and legal requirements.

(7) Without prejudice to the provision of Condition 13(1), the Contractor shall reimburse the Authority for all reasonable costs incurred by the Authority which have arisen as a direct consequence of the Contractor's delay in the performance of the Contract which the Contractor had failed to remedy after being given reasonable notice by the Authority.

16. Progress Report

(1) Where formal progress reports are required by the Contract, the Contractor shall render such reports at such time and in such form as may be specified by the Authority, or as otherwise agreed between the Contractor and the Authority.

(2) The submission and acceptance of progress reports shall not prejudice any rights of the Authority under the Contract.

17. Contractor's Personnel

(1) The Authority reserves the right to refuse to admit to the Authority's Premises any person employed by the Contractor or its sub-contractors, whose admission would be undesirable in the opinion of the Authority.

(2) If and when requested by the Authority, the Contractor shall provide a list of the names and addresses of all persons who may at any time require admission in connection with the performance of the Services to the Authority's Premises, specifying the role in which each such person is concerned with the Contractor and giving such other particulars as the Authority may require.

(3) If and when requested by the Authority, the Contractor shall procure from each person identified by the request, a signed statement that he understands that the Official Secrets Acts 1911 to 1989 applies to him both during the carrying out and after expiry or termination of the Contract and that he will comply with the provisions of those Acts in so far as they apply to the work he is performing under the Contract.

(4) If and when requested by the Authority the Contractor agrees that it will submit any person employed by the Contractor or its sub contractors to the Authority's security vetting procedure. The Contractor further agrees that any individual who refuses to submit to such vetting procedure or does not attain the clearance it affords will not carry out any work on the Contract which the Authority certifies as suitable only for people who have passed its security vetting procedure.

(5) If the Contractor fails to comply with paragraph (2) (3) or (4) of this Condition and the Authority decides that such failure is prejudicial to its interests, the Authority may immediately terminate the Contract by notice in writing to the Contractor, provided that such termination shall be without prejudice to any accrued rights of, or to any rights that shall accrue thereafter to, the Authority.

18. Indemnities and Insurance

(1) The Contractor shall hold harmless and indemnify the Authority on demand from and against all claims, demands, proceedings, actions, damages, costs (including legal costs), expenses and any other liabilities arising from claims made by the Authority's staff or agents, or by third parties, in respect of any death or personal injury, or loss or destruction of or damage to property, or any other loss, destruction or damage, including but not limited to financial losses which are caused, whether directly or indirectly, by the breach of contract or breach of duty (whether in negligence, tort, statute or otherwise) of the Contractor, its employees, agents or sub-contractors.

(2) The Contractor shall be liable to the Authority for any loss, damage, destruction, injury or expense, whether direct or indirect, (and including but not limited to loss or destruction of or damage to the Authority's property, which includes data) arising from

the Contractor's breach of contract or duty (whether arising in negligence, tort, statute or otherwise).

(3) The Contractor shall effect with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor in respect of the indemnities provided under the Contract, which in any event shall not be less than £1,000,000, and shall at the request of the Authority produce the relevant policy or policies together with receipt or other evidence of payment of the latest premium due there under.

(4) Nothing in these Conditions nor in any part of the Contract shall impose any liability on any member of the staff of the Authority or its representatives in their personal capacity.

(5) The Contractor shall indemnify the Authority against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used by or on behalf of the Contractor for the purpose of the Contract, providing that any such infringement or alleged infringement is not knowingly caused by, or contributed to, by any act of the Authority.

(6) The Authority shall indemnify the Contractor against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used at the request of the Authority by the Contractor in the course of providing the Services, providing that any such infringement or alleged infringement is not knowingly caused by, or contributed to by, any act of the Contractor.

(7) Except in relation to death or personal injury as referred to in Condition 18(1), and subject to Conditions 18(5) and 30(15) the amount of liability under this clause shall be limited to a sum of £4,000,000 or twice the contract value, whichever is the greater, or such other sum as may be agreed in writing between the Head of Procurement on behalf of the Authority and the Contractor.

19 Termination for Insolvency or Change of Control

- (1) The Contractor shall notify the Authority in writing immediately upon the occurrence of any of the following events:
- a) where the Contractor is an individual, if a petition is presented for his bankruptcy, or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs; or
 - b) where the Contractor is not an individual but is a firm or a number of persons acting together, if any event in Condition 19(1)(a) or (c) occurs in respect of any partner in the firm or any of those persons, or if a petition is presented for the Contractor to be wound up as an unregistered company; or

- c) where the Contractor is a company or limited liability partnership, if the company or limited liability partnership enters administration or passes a resolution to wind up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge; or
- d) the Contractor undergoes a change of control, where “control” is interpreted in accordance with Section 1124 of the Corporation Tax Act 2010.

(2) After receipt of the notice under paragraph (1) above or earlier discovery by the Authority of the occurrence of any of the events described in that paragraph, the Authority may, by notice in writing to the Contractor, terminate the Contract with immediate effect without compensation to the Contractor and without prejudice to any right or action or remedy which may accrue to the Authority thereafter. The Authority’s right to terminate the Contract under Condition 19(1)(d) will exist until the end of a period of three months starting from receipt of the notice provided by the Contractor pursuant to Condition 19(1), or such other period as is agreed by the parties.

20. Termination for Breach of Contract

If either party commits a material breach of the Contract which is either not capable of remedy, or, if it is capable of remedy, he fails to remedy such breach within 28 days of being notified by the other party in writing to do so, that other party shall be entitled to terminate the Contract with immediate effect by notice in writing to the party that committed the material breach and without prejudice to any other rights or remedies of either party in respect of the breach concerned or any other breach of the Contract.

21. Cancellation

The Authority shall be entitled, at any time, to terminate the Contract, or to terminate the provision of any part of the Services, by giving to the Contractor not less than 28 days’ notice in writing to that effect. Such notice under this clause 21 should state:

- (a) That the Authority is terminating this Contract under this clause 21; and
- (b) That this Contract will terminate on the date specified in the notice, which must be not less than 28 days’ after the date of receipt of the notice.

Once it has given such notice, the Authority may extend the period of notice at any time before it expires, subject to agreement on the level of Services to be provided by the Contractor during the period of extension

22. Dispute Resolution

- (1) The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.

- (2) If the parties cannot resolve the dispute pursuant to paragraph (1) of this Condition, the dispute may, by agreement between the parties, be referred to mediation pursuant to paragraph (4) of this Condition.
- (3) The performance of the Services shall not cease or be delayed by the reference of a dispute to mediation pursuant to paragraph (2) of this Condition.
- (4) If the parties agree to refer the dispute to mediation:
- (a) in order to determine the person who shall mediate the dispute (the “Mediator”) the parties shall by agreement choose a neutral adviser or mediator from one of the dispute resolution providers listed by the Government Procurement Service on its website or in its printed guidance on dispute resolution within 30 days after agreeing to refer the dispute to mediation;
 - (b) the parties shall within 14 days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from the Government Procurement Service to provide guidance on a suitable procedure;
 - (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;
 - (d) if the parties reach agreement on the resolution of the dispute within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by both the Authority and the Contractor;
 - (e) failing agreement within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both parties.
- (5) If the parties do not agree to refer the dispute to mediation, or if the parties fail to reach agreement as to who shall mediate the dispute pursuant to Condition 22(4)(a) or if they fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.

23. Bribery and corruption

- (1) The Contractor shall not, and shall ensure that its staff, sub-contractors and agents do not:

- a) offer or promise, to any person employed by or on behalf of the Authority any financial or other advantage as an inducement or reward for the improper performance of a function or activity, or for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Authority;
- b) agree to receive or accept any financial or other advantage as an inducement or reward for any improper performance of a function or activity in relation to this Contract or any other contract with the Authority; or
- c) enter into the Contract or any other contract with the Authority or any other department or office of Her Majesty's Government in connection with which commission has been paid, or agreed to be paid by him or on his behalf, or to his knowledge, unless, before the Contract is made, particulars of any such commission and the terms and conditions of any agreement for the payment thereof, have been disclosed in writing to any person duly authorised by the Authority to act as its representative for the purpose of this Condition.

Nothing contained in this Condition shall prevent the Contractor paying such commission or bonuses to his own staff in accordance with their agreed contracts of employment.

(2) Any breach of this Condition by the Contractor, or by any person employed or engaged by him or acting on his behalf (whether with or without his knowledge), or any act or omission by the Contractor, or by such other person, in contravention of the Bribery Act 2010 or any other anti-corruption law, in relation to this Contract or any other contract with the Authority, shall entitle the Authority to terminate the Contract with immediate effect by notice in writing and to recover from the Contractor the amount of any loss resulting from such termination and the amount of the value of any such gift, consideration or commission as the Authority shall think fit.

(3) Where the Contract has been terminated under paragraph (2) of this Condition, there shall be deemed to be a failure to commence the provision of the Services, enabling the Authority to terminate the Contract with immediate effect and the Authority will not be obliged to pay the Charges.

- (4) In any dispute, difference or question arising in respect of:
- a) the interpretation of this Condition (except so far as the same may relate to the amount recoverable from the Contractor under paragraph (2) of this Condition in respect of any loss resulting from such determination of the Contract); or
 - b) the right of the Authority to determine the Contract; or
 - c) the amount or value of any gift, consideration or commission,

the decision of the Authority shall be final and conclusive.

24. Official Secrets

The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911 to 1989. The Contractor shall take all reasonable steps by display of notices or by other appropriate means to ensure that all persons employed in connection with the Contract have notice that these statutory provisions apply to them and will continue so to apply after the expiry or earlier termination of the Contract.

25. Special Provisions

In the case of any conflict or inconsistency between these general Conditions and any specific terms of the Contract, the latter shall prevail.

26. Conflict of Interest

(1) The Contractor shall ensure that there is no conflict of interest as to be likely to prejudice his independence and objectivity in performing the Contract and undertakes that upon becoming aware of any such conflict of interest during the performance of the Contract (whether the conflict existed before the award of the Contract or arises during its performance) he shall immediately notify the Authority in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as the Authority may reasonably require.

(2) Where the Authority is of the opinion that the conflict of interest notified to it under paragraph (1) above is capable of being avoided or removed, the Authority may require the Contractor to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and:

a) if the Contractor fails to comply with the Authority's requirements in this respect; or

b) if, in the opinion of the Authority, it is not possible to remove the conflict,

the Authority may terminate the Contract immediately and recover from the Contractor the amount of any loss resulting from such termination.

(3) Notwithstanding Condition 26(2), where the Authority is of the opinion that the conflict of interest which existed at the time of the award of the Contract could have been discovered with the application by the Contractor of due diligence and ought to have been disclosed as required by the tender documents pertaining to it, the Authority may terminate the Contract immediately for breach of a fundamental condition and, without prejudice to any other rights, recover from the Contractor the amount of any loss resulting from such termination.

27. Intellectual Property Rights

(1) Subject to any pre-existing rights of third parties and of the Contractor, the Intellectual Property Rights (other than copyright) in all reports, documents and other materials which are generated or acquired by the Contractor (or any of its sub-contractors or agents) (“the Contractor Materials”) in the performance of the Services shall belong to and be vested automatically in the Authority.

(2) The Contractor hereby assigns any copyright that it owns in the Contractor Materials to the Crown. The Contractor waives all moral rights relating to the Contractor Materials.

(3) The Contractor warrants to the Authority that all of their staff, agents and sub-contractors are and will be engaged in relation to the Contract on terms which do not entitle any of them to any Intellectual Property Rights in the Contractor Materials, and which require them to waive all moral rights.

(4) If the Contractor in providing the Services uses any materials in which there are pre-existing Intellectual Property Rights owned by itself, its agents, sub-contractors or third parties, it shall itself provide, or procure from such agent, subcontractor or third party a non-exclusive licence for, or, if the Contractor is itself a licensee of those Intellectual Property Rights, it shall grant a sub-licence to, the Authority to use, reproduce, modify, adapt and enhance the material as the Authority sees fit. Such licence or sub-licence shall be perpetual and irrevocable and granted at no cost to the Authority.

(5) The Authority shall have the sole right to use any information (whether or not it is Confidential Information) collected or collated pursuant to the Contract (excluding any information which in the opinion of the Authority is confidential to the Contractor or which has been communicated to the Contractor under a condition that it shall be confidential to the Contractor), and all original documents in whatever form which contain that information, including any computer tape or disk, any voice recording and any special computer program written to give access to the information, shall on request be deposited with the Authority.

(6) Nothing in this Contract or done under the Contract shall be taken to diminish any Crown copyright, patent rights or any other Intellectual Property Rights which would, apart from this Contract, vest in the Crown or Authority.

(7) The Contractor shall ensure that all royalties licence fees or similar expenses in respect of Intellectual Property Rights in materials used in connection with the Contract have been paid and are included in the Charges.

(8) If the Authority reimburses the Contractor for the cost of any equipment, such equipment shall become the property of the Authority and the Contractor shall on request deliver such equipment to the Authority. The Contractor shall keep a proper inventory of such equipment and shall deliver that inventory to the Authority on request and on completion of the Services.

28. Rights of Third Parties

It is not intended that the Contract, either expressly or by implication, shall confer any benefit on any person who is not a party to the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

29. Government Property

(1) All Government Property shall remain the property of the Authority and shall be used in the execution of the Contract and for no other purpose whatsoever except with the prior agreement in writing of the Authority.

(2) All Government Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless he notifies the Authority to the contrary within 14 days or such other time as is specified in the Contract.

(3) The Contractor undertakes to return any and all Government Property on completion of the Contract or on any earlier request by the Authority.

(4) The Contractor shall, except as otherwise provided for in the Contract, repair or replace or, at the option of the Authority, pay compensation for all loss, destruction or damage occurring to any Government Property caused or sustained by the Contractor, or by his servants, agents or sub-contractors, whether or not arising from his or their performance of the Contract and wherever occurring, provided that if the loss, destruction or damage occurs at the Authority's Premises or any other Government premises, this Condition shall not apply to the extent that the Contractor is able to show that any such loss, destruction or damage was not caused or contributed to by his negligence or default or the neglect or default of his servants, agents, or sub-contractors.

(5) Where the Government Property comprises data issued in electronic form to the Contractor (including Personal Data) the Contractor shall not store, copy, disclose or use such electronic data except as necessary for the performance by the Contractor of its obligations under the Contract (including its obligation to back up electronic data as provided in Condition 29(6) below) or as otherwise expressly authorised in writing by the Authority.

(6) The Contractor shall perform secure back ups of all such electronic data in its possession and shall ensure that an up to date back up copy is securely stored at a site other than that where any original copies of such electronic data are being stored.

(7) The Contractor shall, and shall procure that its sub-contractors, agents and personnel, shall observe best practice when handling or in possession of any such electronic data. By way of example if the Contractor removes any such data or information from a Government establishment, or is sent such data or information by the Authority it shall ensure that the data and any equipment on which it is stored or is otherwise being processed is kept secure at all times. The Contractor shall impress on any of its sub-contractors, agents and personnel who are required to handle or have

possession of such electronic data that they must safeguard it all times, and shall not place it in jeopardy for example by leaving it unattended in a vehicle or on public transport or by transmitting or posting it by insecure means.

(8) If at any time the Contractor suspects or has reason to believe that such electronic data has or may become corrupted, lost, destroyed, altered (other than to the extent that the Contractor alters it by lawful processing in accordance with its obligations under this contract) or so degraded as a result of the Contractor's default so as to be unusable then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.

(9) The Contractor shall indemnify the Authority against all claims and proceedings, and all costs and expenses incurred in connection therewith arising from the corruption, loss, destruction, alteration (other than by lawful processing permitted by this Contract) or degradation of electronic data which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Contractor or sub-contractors, agents and personnel and hold it harmless against all costs, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Contract which results in such corruption, loss or degradation.

30. Data Protection

(1) The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Data Controller and the Contractor is the Data Processor. The only processing that the Contractor is authorised to do is listed in Annex A by the Authority and may not be determined by the Contractor.

(2) The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

(3) The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

(4) The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

(a) process that Personal Data only in accordance with Annex A, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Authority as appropriate to protect against a Data Loss Event having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

The review and approval of the Protective Measures by the Authority shall not relieve the Contractor of its obligations under Data Protection Legislation, and the Contractor acknowledges that it is solely responsible for determining whether such Protective Measures are sufficient for it to have met its obligations under the Data Protection Legislation.

(c) ensure that:

- (i) the Contractor Personnel do not process Personal Data except in accordance with this Contract and in particular Annex A;
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Contractor's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-Processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data.

(d) do not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and provided the following conditions are fulfilled:-

- (i) the Authority or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Authority;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
- (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data.

(5) Subject to clause (6), the Contractor shall notify the Authority immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

(6) The Contractor's obligation to notify under clause (5) shall include the provision of further information to the Authority in phases, as details become available.

(7) Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause (5) (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

- (a) the Authority with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Authority following any Data Loss Event;
 - (e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- (8) The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Authority determines that the processing is not occasional;
 - (b) the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- (9) The Contractor shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.
- (10) The Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation.
- (11) Before allowing any Sub-Processor to process any Personal Data related to this Contract, the Contractor must:
- (a) notify the Authority in writing of the intended Sub-Processor;
 - (b) obtain the written consent of the Authority;
 - (c) enter into a written Contract with the Sub-Processor which give effect to the terms set out in this Condition 30 such that they apply to the Sub-Processor; and

- (d) provide the Authority with such information regarding the Sub-Processor as the Authority may reasonably require.
- (12) The Contractor shall remain fully liable for all acts or omissions of any Sub-Processor.
- (13) The Parties agree to take account of any guidance issued by the Information Commissioner's Office in respect of the Data Protection Legislation that is applicable to this Contract and shall make such variations to this Contract as the Authority may reasonably require to give effect to such guidance in accordance with Condition 10.
- (14) If the Contractor fails to comply with any provision of this Condition 30, the Authority may terminate the Contract immediately in which event the provisions of Condition 20 shall apply.
- (15) The Contractor shall indemnify the Authority against all claims and proceedings, and all costs and expenses incurred in connection therewith, made or brought against the Authority by any person in respect of the Data Protection Legislation or equivalent applicable legislation in any other country which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Contractor, its sub-contractors and Sub-Processors and hold it harmless against all costs, fines, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Contract which results in the Authority being in breach of its obligations under the Data Protection Legislation or equivalent applicable legislation in any other country.
- (16) Upon expiry of this Contract or termination of this Contract for whatever reason, the Contractor shall, unless specified in Annex A, notified otherwise by the Authority or required by law, immediately cease any processing of the Personal Data on the Authority's behalf and as required by the Authority:
- (a) provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority); and
 - (b) erase from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion.
- (17) Where processing of the Personal Data continues after the expiry or termination of this Contract as specified in Annex A, notified otherwise by the Authority or required by law, the Contractor shall comply with the provisions of this Condition 30 for as long as the Contractor continues to process the Personal Data and such provisions shall survive the expiry or termination of this Contract.

(18) Where the Contractor is required to collect any Personal Data on behalf of the Authority, it shall ensure that it provides the data subjects from whom the Personal Data are collected with a privacy notice in a form to be agreed with the Authority.

31. Payment of taxes: income tax and NICs

- (1) Where the Contractor is liable to be taxed in the UK in respect of consideration received under the Contract, the Contractor shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.
- (2) Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under the Contract, the Contractor shall at all times comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.
- (3) The Authority may, at any time during the term of the Contract, require the Contractor to provide information to demonstrate that:
 - a) the Contractor has complied with paragraphs (1) and (2) above; or
 - b) the Contractor or its staff are not liable to the relevant taxes.
- (4) A request under paragraph (3) above may specify the information which the Contractor must provide and a reasonable deadline for response.
- (5) The Authority may supply any information which it receives under paragraph (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.
- (6) The Contractor shall ensure that any sub-contractors (including consultants) and agents engaged by the Contractor for the purpose of the Services are engaged on, and comply with, conditions equivalent to those in paragraphs (1) to (5) above and this paragraph (6), and the Contractor shall, on request, provide the Authority with evidence to satisfy the Authority that the Contractor has done so. Those conditions shall provide both the Contractor and the Authority with the right to require the sub-contractor or agent to provide information to them equivalent to paragraph (3), and the Contractor shall obtain that information where requested by the Authority.
- (7) The Authority may terminate the Contract with immediate effect by notice in writing where:
 - a) the Contractor does not comply with any requirement of this Condition 31; or
 - b) the Contractor's sub-contractors or agents do not comply with the conditions imposed on them under paragraph (6) above.

(8) In particular (but without limitation), the Authority may terminate the Contract under paragraph (7) above:

- a) in the case of a request under paragraph (3):
 - i. the Contractor fails to provide information in response to the request within the deadline specified; or
 - ii. the Contractor provides information which is inadequate to demonstrate how the Contractor or (where relevant) its sub-contractors and agents have complied with the conditions set out or referred to in paragraphs (1) to (6);
- or
- b) the Authority receives information which demonstrates, to its reasonable satisfaction, that the Contractor, its sub-contractors or agents, are not complying with those conditions.

32. Payment of taxes: Occasions of Tax Non-compliance

- (1) This Condition 32 applies where the consideration payable by the Contractor under the Contract equals or exceeds £5,000,000 (five million pounds).
- (2) The Contractor represents and warrants that it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non Compliance.
- (3) If, at any point during the term of the Contract, an Occasion of Tax Non-Compliance occurs, the Contractor shall:
 - a) notify the Authority in writing of such fact within 5 working days of its occurrence; and
 - b) promptly provide to the Authority:
 - i) details of the steps which the Contractor is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
- (4) In the event that:
 - a) the warranty given by the Contractor pursuant to paragraph (2) of this Condition is materially untrue;

- b) the Contractor commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by paragraph (3) of this Condition; or
- c) the Contractor fails to provide details of proposed mitigating factors which, in the reasonable opinion of the Authority, are acceptable,

the Authority may terminate the Contract with immediate effect by notice in writing.

(5) In this condition 32, “Occasion of Tax Non-Compliance” means:

- a) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
 - (i) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - (ii) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime;

and/or

- b) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the commencement of the Contract or to a penalty for civil fraud or evasion.

(6) For the purpose of paragraph (5):

- a) “DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
- b) “General Anti-Abuse Rule” means:
 - (i) the legislation in Part 5 of the Finance Act 2013; and

- (ii) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
- c) “Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others; and
- d) “Relevant Tax Authority” means HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

33. Equality and non-discrimination

- (1) The Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 and any other anti-discrimination legislation in relation to the provision of the Services or otherwise and shall take all reasonable steps to ensure that its staff, sub-contractors and agents do not do so
- (2) The Contractor shall comply with the Authority’s equality scheme as published on the Authority’s website, and shall take all reasonable steps to ensure that its staff, sub-contractors and agents do so.
- (3) The Authority may (without prejudice to its other rights under the Contract) terminate the Contract with immediate effect by notice in writing where the Contractor fails (or the Contractor’s staff, sub-contractors or agents fail) to comply with paragraphs (1) or (2) of this Condition.

34. Welsh Language Act

The Contractor shall for the term of the Contract comply with the principles of the Authority’s Welsh Language Scheme.

35. Sustainable Procurement

- (1) The Contractor shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Services. Without prejudice to the generality of the foregoing, the Contractor shall promptly provide all such information regarding the environmental impact of the Services as may reasonably be requested by the Authority.
- (2) The Contractor shall meet all reasonable requests by the Authority for information evidencing compliance with the provisions of this Clause by the Contractor.
- (3) All written outputs, including reports, produced in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post consumer waste and used on both sides where appropriate.

36. Other Legislation

The Contractor shall, and shall procure that its sub-contractors, agents and personnel, comply with all other applicable law.

37. Contractor Status

Nothing in the Contract shall create or be construed as creating a partnership, joint venture, a contract of employment or relationship of employer and employee, or a relationship of principal and agent between the Authority and the Contractor.

38. Transfer of Services

(1) Where the Authority intends to continue with services equivalent to any or all of the Services after termination or expiry of the Contract, either by performing them itself or by the appointment of a replacement contractor, the Contractor shall (both during the term of the Contract and, where relevant, after its expiry or termination):

- (a) provide all information reasonably requested to allow the Authority to conduct the procurement for any replacement services; and
- (b) use all reasonable endeavours to ensure that the transition is undertaken with the minimum of disruption to the Authority.

(2) Without prejudice to the generality of paragraph (1) of this Condition, the Contractor shall, at times and intervals reasonably specified by the Authority, provide the Authority (for the benefit of the Authority, any replacement Contractor and any economic operator bidding to provide the replacement services) such information as the Authority may reasonably require relating to the application or potential application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 including the provision of employee liability information.

(3) Without prejudice to the generality of paragraph (1) of this Condition, the contractor shall co-operate fully during the transition period and provide full access to all data, documents, manuals, working instructions, reports and any information, whether held in electronic or written form, which the Authority considers necessary.

39. Law and Jurisdiction

The Contract shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

40. Transparency

(1) In order to comply with the Government's policy on transparency in the areas of procurement and contracts, the Authority will, subject to Conditions 40(2) and (3), publish the Contract and the tender documents issued by the Authority which led to its creation on a designated web site.

(2) The entire Contract and all the tender documents issued by the Authority will be published on that web site save where the Authority, in its absolute discretion, considers that the relevant documents, or their contents, would be exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000.

(3) Where the Authority considers that any such exemption applies, the Authority will redact the relevant documents to the extent that the Authority considers the redaction is necessary to remove or obscure the relevant material, and those documents will be published on the designated web site subject to those redactions.

(4) Where the Parties later agree changes to the contract, the Authority will publish those changes, and will consider any redaction, on the same basis.

(5) In Condition 40(1) the expression “tender documents” means the advertisement issued by the Authority seeking expressions of interest, the pre qualification questionnaire and the invitation to tender and the contract includes the Contractor’s proposal.

41. Monitoring and Management Information

(1) Where requested by the Authority, the Contractor shall supply to the Authority and/or to the Cabinet Office such information relating to the Services and to the Contractor’s management and performance of the Contract as they may require.

(2) The information referred to in Condition 41(1) may include, but is not limited to, the following: Line Item Amount, Invoice Line Description, Invoice Line Number, Currency Code, Order Date, VAT Inclusion Flag, VAT Rate, List Price, Number of Items, Unit of Purchase Quantity, Price per Unit, Contractor Service Code, Service description and/or name, UNSPSC Code, Taxonomy Code and/or Name, Geographical, Project Code, Project description, Project Start Date, Project Delivery Date (Estimate and Actual), Total project cost and Project Stage. The information may also, without limitation, include information relating to the capability of the Contractor (and any key sub-Contractor) to continue to perform the Contract (including information on matters referred to in regulations 23 to 27 of the Public Contracts Regulations 2006).

(3) The information referred to in Condition 41(1) shall be supplied in such form and within such timescales as the Authority or the Cabinet Office may reasonably require.

(4) The Contractor agrees that the Authority may provide the Cabinet Office, any other government department or agency or any other person or entity referred to in Condition 42(2) (Information Confidential to the Contractor), with information obtained under this Condition 41 and any other information relating to the Services procured and any payments made under the Contract.

(5) Upon receipt of the information supplied by the Contractor in response to a request under Condition 41(1) or receipt of information provided by the Authority to the

Cabinet Office under Condition 41(4) the Contractor hereby consents to the Cabinet Office (acting through the Government Procurement Service):

- a) storing and analysing the information and producing statistics; and
- b) sharing the information or any statistics produced using the information, with any person or entity referred to in Condition 42(2).

(6) The Authority may make changes to the type of information which the Contractor is required to supply and shall give the Contractor at least one calendar month's written notice of any such changes.

(7) Where the Authority notifies the Contractor that it estimates the Charges payable under this Contract are due to exceed £5 million in one or more Contract Years the Contractor agrees and acknowledges that it shall, in addition to any other management information requirements set out in this Contract, at no charge, provide such timely, full, accurate and complete SME management information (MI) reports to the Authority as the Authority shall require which incorporate the data described in the MI Reporting Template which is:

- (a) the total contract revenue received directly on a specific contract;
- (b) the total value of sub-contracted revenues under the contract (including revenues for non-SMEs/non-VCSEs); and
- (c) the total value of sub-contracted revenues to SMEs and VCSEs.

(8) The SME management information reports referred to in Condition 41(7) shall be provided in the correct format as required by the MI Reporting Template and any guidance issued by the Authority from time to time. The Contractor shall use the initial MI Reporting Template and which may be changed from time to time (including the data required and/or format) by the Authority by issuing a replacement version. The Authority shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.

(9) The Contractor further agrees and acknowledges that it may not make any amendment to the current MI Reporting Template without the prior written approval of the Authority.

42. Information confidential to the Contractor

(1) Unless agreed expressly by both parties in writing, in a confidentiality agreement identifying the relevant information, information obtained by the Authority from the Contractor shall not constitute confidential information relating to the Contractor.

(2) Where any information held by the Authority does constitute confidential information relating to the Contractor, the Authority shall nonetheless have the right to disclose that information:

- a) on a confidential basis to any other government department or agency for any proper purpose of the Authority or of that department or agency;
 - b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - d) on a confidential basis to a professional adviser, consultant, Contractor or other person engaged by any of the entities described in sub-paragraph a) (including any benchmarking organisation) for any purpose relating to or connected with the Contract or the Services;
 - e) on a confidential basis for the purpose of the exercise of its rights under the Contract; or
 - f) 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 the Contract.
- (3) For the purpose of paragraph (2) of this Condition, references to disclosure on a confidential basis mean disclosure subject to a confidentiality agreement.

Special Conditions

Annex A: Processing, Personal Data and Data Subjects

(1) The contact details of the Authority's Data Protection Officer are:

BEIS Data Protection Officer
Department for Business, Energy and Industrial Strategy
1 Victoria Street
London
SW1H 0ET

Email: dataprotection@beis.gov.uk

(2) The contact details of the Contractor's Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are: [To be completed by the Contractor]

(3) The Contractor shall comply with any further written instructions with respect to processing by the Authority.

(4) Any such further instructions shall be incorporated into this Annex A.

Description	Details
Subject matter of the processing	<p>The processing is needed in order to allow the Specialist Energy Commercial and Financial Advisor for Hydrogen Procurement undertake their role. This will involve disclosure of the information to service providers contracted by BEIS. We are collecting data as part of our public task.</p> <p>The processing of names and business contact details of staff of both the Authority and the Contractor will be necessary to deliver the services exchanged during the course of the Contract, and to undertake contract and performance management.</p> <p>The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.</p>
Duration of the processing	Processing will take place from 18 th October 2021 for the duration of the Contract. The Contract will end on 17 th October 2024 but may be extended for a further year until 17 th October 2025.

Nature and purposes of the processing	<p>The nature of the processing will include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data by appropriate means (as agreed in advance with the authority) etc.</p> <p>Processing takes place for the purposes of public tasks.</p> <p>The nature of processing will include the storage and use of names and business contact details of staff of both the Authority and the Contractor as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.</p>
Type of Personal Data	<p>Stakeholder names, business telephone numbers and email addresses, office location and organisational roles.</p> <p>Names, business telephone numbers and email addresses, office location and position of staff of both the Authority and the Contractor as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.</p>
Categories of Data Subject	<p>Data Subjects are likely to include business organisations</p> <p>Staff of the Authority and the Contractor, including where those employees are named within the Contract itself or involved within contract management.</p>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under European Union or European member state law to preserve that type of data	<p>The Contractor will: provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority) and erase from any computers, storage devices and storage media after the expiry of the Contract. The Contractor will certify to the Authority that it has</p>

	<p>completed such deletion.</p> <p>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Invitation to Tender.</p> <p>The nature of the service will require the Contractor to collect personal data directly from data subjects. The Contractor will use the agreed BEIS privacy notice as instructed by the Authority.</p>
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Key Performance Indicators

Key Performance Indicator	Description	Measurement	Review period	Service Credit (SC) definition	SC measure	Consequence
Delivery against agreed work package timeline	Minimum level acceptable performance = 80%	Timelines agreed as part of the project plan. Number of outputs delivered to target vs overall number of outputs as a %. i.e. 8 milestones delivered on time out of 10 = 80%	Monthly initially, then quarterly.	Late delivery of work against agreed timelines	1 or more incidents occur	1 x SC
Quality of outputs	All outputs to be delivered to high standard on submission - 90% of the time.	<p>High standard defined by number outputs delivering required ask.</p> <ul style="list-style-type: none"> • No revisions required = 100% • 1 revision required due to incompleteness or errors = 90% • 2 revisions required due to incompleteness or errors = 80% • 3 revisions required due to incompleteness or errors = 70% <p>Performance taken as combined total. e.g. Output 1 100% Output 2 90% Output 3 100% = 290%/3 = 96.67%</p> <p>Please note that when commissioning work or requiring revisions, BEIS will specify where it is incomplete or contains errors.</p>	Monthly initially, then quarterly.	<p>Output doesn't deliver required (and agreed) ask, lacks sufficient evidence base, contains errors.</p> <p>Examples include:</p> <ul style="list-style-type: none"> • Not completing parts of the required ask without prior agreement from BEIS. • Recommendations made or advice given without sufficient evidence base (agreed in advance). • Reports contains factual errors. 	Less than 90% compliance	<p>Service Credit</p> <p><90% = 1 SC <80% = 2 SC <70% = 3 SC</p>

Additional KPIs may be added to specific work packages, where appropriate. Advisers will be made aware of these before starting any work where additional KPIs apply.

Key Performance Indicator	Description	Measurement	Review period	Service Credit (SC) definition	SC measure	Consequence
Delivery against agreed work package timeline	Minimum level acceptable performance = 80%	Timelines agreed as part of the project plan. Number of outputs delivered to target vs overall number of outputs as a %. i.e. 8 milestones delivered on time out of 10 = 80%	Monthly initially, then quarterly.	Late delivery of work against agreed timelines	1 or more incidents occur	1 x SC
Quality of outputs	All outputs to be delivered to high standard on submission - 90% of the time.	<p>High standard defined by number outputs delivering required ask.</p> <ul style="list-style-type: none"> No revisions required = 100% 1 revision required due to incompleteness or errors = 90% 2 revisions required due to incompleteness or errors = 80% 3 revisions required due to incompleteness or errors = 70% <p>Performance taken as combined total. e.g. Output 1 100% Output 2 90% Output 3 100% = 290%/3 = 96.67%</p> <p>Please note that when commissioning work or requiring revisions, BEIS will specify where it is incomplete or contains errors.</p>	Monthly initially, then quarterly.	<p>Output doesn't deliver required (and agreed) ask, lacks sufficient evidence base, contains errors.</p> <p>Examples include:</p> <ul style="list-style-type: none"> Not completing parts of the required ask without prior agreement from BEIS. Recommendations made or advice given without sufficient evidence base (agreed in advance). Reports contains factual errors. 	Less than 90% compliance	<p>Service Credit</p> <p><90% = 1 SC <80% = 2 SC <70% = 3 SC</p>



Department for
Business, Energy
& Industrial Strategy

EXPENSES POLICY

CONTENTS

Summary Table of Rates	4
1 Introduction	6
2 Principles.....	8
3 Responsibilities	10
As Line Manager and Expense Approver	10
As Claimant	10
4 Accommodation.....	11
Hotels.....	11
Staying with Family and Friends	11
Accommodation Provided as Part of a Contract	12
Incidental Expenditure.....	12
5 Air Travel.....	13
Domestic (UK) Air travel	13
International Air Travel.....	13
6 Rail Travel (Incl. Transport for London and Eurostar).....	14
Oyster Card and contactless payment journeys (TfL).....	14
Eurostar.....	14
Other Rail Travel	14
Railcards.....	15
7 Subsistence	16
Breakfast (early start from home)	16
Breakfast (after overnight stay).....	16
Lunch.....	16
Evening Meals.....	16
Gratuities on Meals and Subsistence	17
Subsistence while Staying with Relatives	17
Subsistence claims for colleagues.....	17
8 Car and Motorbike Travel	18
Taxi.....	18
Own Car	18
Hire Car	19
Motorbike	19
Bicycle	20
Tolls, Ferry Costs, Parking and Congestion Charge.....	20
9 Working Meals and Official Business Entertainment	21
Meals with external parties	21
Meals with internal parties (such as Civil Servants) including team events and away days	21

10	Professional Subscriptions	23
11	Cancellation or Postponement of Annual Leave	24
12	Additional Claims for Travelling Overseas	25
	Overseas Travel Insurance	25
	Personal Effects while Travelling	25
	Medical Travel Insurance	25
	Healthcare Prior to Travel	25
	Passport Costs	25
	Visa Fees	26
	Spouse and Partner Overseas Travel	26
	Emergency Travel	26
	Further safety information for staff travelling overseas	26
13	Other Expense Claims	27
	Additional Costs for Out of Hours Working	27
	Postage Fees	27
	Dress Allowance	27
	Eye Test	27
	Mobile Phone Costs	27
	Printing	27
	Publications	28
	Interviews and Test Centres	28
	Relocation Expenses	28
	Dual Location workers	29
	Gratuities	29
	Official Gifts	29
	Compensation for Loss of or Damage to Personal Property	29
	Miscellaneous Office Expenses	29
	Permanent Staff Transfer (excess fare allowance)	30
	Hire of Formal Wear	30
	Staff parties	30
	Appendix A: Business Mileage	31
	Appendix B: Policy Administration	32

Summary Table of Rates

Section	Description	Relevant Rates	Reference
Accommodation	Hotel rates	£140 London and international	4.2.1
Accommodation	Hotel rates	£100 outside London (UK)	4.2.2
Accommodation	Incidental expenditure for overnight room charges, laundry newspaper etc.	up to £5 per day UK, up to £10 per day overseas	4.10
Air Travel	Economy Class	<3.5hrs flight time	5.8.1
Air Travel	Premium Class	3.5hrs to 5.5hrs flight time	5.8.2
Air Travel	Business Class	>5.5hrs flight time	5.8.3
Rail Travel (Incl. Transport for London and Eurostar)	Oyster cards to be used around London	Oyster or Contactless rate for journey rather than top-up value.	6.2
Rail Travel (Incl. Transport for London and Eurostar)	Eurostar	Standard Class Advanced ticket	6.7
Rail Travel (Incl. Transport for London and Eurostar)	Eurostar, with line manager approval	Fully flexible business	6.7
Rail Travel (Incl. Transport for London and Eurostar)	Advance open return	Standard Class flexible ticket	6.8
Rail Travel (Incl. Transport for London and Eurostar)	Permitted under certain exceptional circumstances.	First Class	6.10
Subsistence	Breakfast (early start) costs receipted.	£5 benchmark (UK and overseas travel outside of Europe and North America) £10 benchmark (Europe and North America) ¹	7.4
Subsistence	Lunch costs receipted	£5 benchmark (UK and overseas travel outside of Europe and North America) £15 benchmark (Europe and North America)	7.7
Subsistence	Dinner costs receipted	£15 benchmark (UK and overseas travel outside of Europe and North America) £25 benchmark (Europe and North America)	7.10
Subsistence	Staying with friends and family	£5 Lunch and £15 Dinner (£20 limit per 24hr period) – requires line manager approval.	7.13
Car and Motorbike Travel	Car journeys ≤10,000	45p per mile	8.10.1
Car and Motorbike Travel	Car journeys >10,000	25p per mile	8.10.2
Car and Motorbike Travel	Per passenger supplement	5p per mile	8.10.3

¹ There are specific Europe and North America benchmarks to reflect the higher cost of subsistence when travelling to Europe and North America on behalf of the Department. Whilst other countries may have similar costs, less regular travel and the flexibility of the Expenses Policy means that it is not appropriate to set specific benchmarks for these countries. Staff travelling to these countries are able to exceed the benchmarks subject to the provisions of the policy being met.

Car and Motorbike Travel	Motorbike journeys	24p per mile	8.22.1
Professional Subscriptions	HMRC list of tax deductible professional subscriptions	No limit	10

1 Introduction

- 1.1 This Expenses policy, 'the Policy', sets out the principles and rules for reclaiming costs (travel, subsistence and other expenses) that Department of Business Energy and Industrial Strategy (BEIS) staff may incur during the course of delivering departmental business as part of their employment.
- 1.2 This policy covers civil service staff, special advisors and non-executive board and committee members. This policy does not cover Ministers.
- 1.3 The principles of the policy are set out in Section 2. The key principles of the policy are also highlighted below:
 - 1.3.1 BEIS never intends for staff to be out of pocket because of official business. Compliance with this policy should always mean staff are reimbursed the costs they have incurred.
 - 1.3.2 When incurring costs we are expending public money and all that we do must be guided by ensuring we deliver value for money (see *Managing Public Money*²).
 - 1.3.3 When incurring costs we must consider the reputational impact of our spend, as well as the financial implications.
- 1.4 On an exceptional basis, third parties (such as one-off speakers at BEIS events who are not remunerated but where the Department has pre-agreed to pay for limited expenses incurred) may make claims under this Policy using the third-party expenses form. If claims will be made regularly, such persons should be added as a supplier to Oracle and payments should be made using purchase orders.
- 1.5 The Civil Service Code states that civil servants must "make sure public money and other resources are used properly and efficiently". The [Civil Service Management Code](#) sets out specific guidance on the principles that all departments should apply to expenses. This policy is consistent with both codes.
- 1.6 Nothing in this policy takes precedent over the reasonable adjustments requirement for staff set out in the Equality Act 2010. If staff are concerned that they may not be able to claim expenses, parameters exist for Directors and Director Generals to approve exceptional expense spend within the bounds of the *Civil Service Management Code*³ and *Managing Public Money*².
- 1.7 It is the responsibility of all members of staff who are making or approving a claim (as part of line management responsibilities) to familiarise themselves with this policy and ensure claims comply with it.
- 1.8 It is very important to comply with this Policy – both as regards what and how staff claim, including record-keeping and authorisation. Expenditure of this type is subject to robust internal and external review and failure to comply with the Policy may result in disciplinary proceedings being brought against staff, which, in extreme circumstances, may result in dismissal. All instances of non-compliance will also be reported to Directors in the first instance before being reported to the Performance, Finance and Risk Committee.

² See *Managing Public Money* Paragraph 2.4, 4.5, 4.9 and Annex 4.8.

³ See *Civil Service Management Code* Chapter 8.

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- 1.9 If, as an approving manager or member of staff making a claim, you are uncertain over whether you should be making or approving a claim, or are unclear on some aspect of this policy, ask the [UKSBS travel team](#) for clarification.
- 1.10 BEIS never intends for staff to be out of pocket because of official business. Expenses are intended to reimburse staff for justifiable additional costs that are actually and necessarily incurred whilst undertaking official business. Staff are expected to exercise reasonable use of public money at all times, with no intention of private gain.
- 1.11 Public perception is important – do not claim anything that you could not defend if challenged. Transparency is applied to this type of expenditure through FOI requests, Parliamentary Questions and publication rules.
- 1.12 This policy includes a series of benchmarks that staff should always seek to meet or spend less than. Where this is not possible Line Managers should judge the reasonableness of claims with supporting receipts and provide specific approval for claims which exceed the benchmarks.⁴ Either line management's written authorisation should be attached to the claim in Oracle⁵, or line managers may add a line responding in the 'Note' section of the claim approval screen (or auto-generated approval email) to the effect that 'I acknowledge expenditures in excess of benchmark rates in this claim and approve them as reasonable in the circumstances'.
- 1.13 Where expense claims are taxable the taxable expense claim form should be used (as opposed to iExpenses or non-taxable expense claim forms). Taxable expenses include expenses paid for staff attendance at Royal Garden parties, passport fees (see 12.7), and purchase of formal wear (see 13.28). Please refer to the form for more details on taxable expenses.
- 1.14 When travelling overseas staff should refer to Departmental guidance on safety when travelling abroad (available [here](#)) and [FCO travel advice](#) for the destination country. Pre-deployment risk assessments should consider the best method of travel overseas (further advice may be sought from the Department's Security team and the [Health, Safety and Wellbeing team](#)).
- 1.15 Guidance on the use of iExpenses is available to all on the UKSBS Bridge (guidance available [here](#); quick reference cards available [here](#)). Information on how to scan expense receipts and attach them to Oracle is also available on the BEIS Intranet (scanning [here](#); attaching to iExpenses [here](#)).

⁴ Examples of instances where staff may be unable to meet the benchmarks in the policy include instances where they are travelling to high-cost countries, or where they have specific dietary needs which mean that they need to pay more for breakfast, lunch and dinner.

⁵ Written authorisations for claims which exceed benchmarks can be given either on a claim-by-case basis, or through a standing letter. Standing letters should be given for specific locations (for example, frequent travellers to Brussels may have a standing letter approving claims in excess of the European rates).

2 Principles

- 2.1 Before staff commit the Department to expenditure under this Policy, each member of staff has a duty to consider the following questions:
 - 2.1.1 Do I have to make this journey at all?
 - 2.1.2 Do I need to attend the meeting in person, or can the work in question be taken forward by video conference or teleconference?
 - 2.1.3 If I must travel, how can I maximise the business benefits of this journey – for example, can I schedule other meetings with colleagues at that location on the same day?
- 2.2 All travel bookings should be first attempted through the Department's designated travel agent, Corporate Travel Management (CTM). In the event that a member of staff becomes aware that a better price is available outside of the travel booking system, CTM should be alerted and given the opportunity to price match. However, if CTM cannot match (and the price is more than 5% cheaper than CTM's quote), they may book this directly and claim reimbursement. The difference should be evidenced with screen prints, including communications with CTM showing that they were unable to price match.
- 2.3 Staff should claim expenses within three months of incurring the costs, but always attempt to make the claim as soon as possible. All expenses should be accompanied by a receipt except where specific exemptions are included in the policy. If receipts are not available other evidence (e.g. a bank statement) is allowable subject to Line Manager approval. Both claimants and their line manager must ensure that adequate audit evidence is provided to ensure we can satisfy our auditors (Government Internal Audit Agency and the National Audit Office).
- 2.4 Any beverages paid for out of public funds must be non-alcoholic.
- 2.5 Always seek to book your journey at the earliest possible opportunity to take advantage of cheaper tickets, subject to 2.7 below.
- 2.6 BEIS does not authorise advanced payment of expenses. Staff may apply for a Government Procurement Card if they have no other way to fund travel expenses.
- 2.7 Generally, it offers better value for money to purchase non-flexible tickets for set time travel (e.g. rail tickets or advanced hotel bookings). Where a reasonable degree of uncertainty exists, either on timing or occurrence, staff should ensure that travel tickets and hotel bookings are refundable.
- 2.8 Staff should book the most efficient journey considering their time, ticket costs and method of travel. Guidance should be sought from Line Managers in advance if necessary.
- 2.9 BEIS has made specific commitments to reduce the environmental impact of Departmental business. Staff should always try to minimise the environmental impact of their journey. Quotes from CTM show carbon emissions which may be used to measure each journey's environmental impact.
- 2.10 BEIS never intends for staff to be out of pocket because of official business. Compliance with this policy should always mean staff are reimbursed the costs they have incurred. In the event expenses are not covered by this policy the BEIS Chief Financial Officer (CFO) and one Director General may jointly authorise expenditure to be reimbursed if they are satisfied that the expenses were properly incurred during the line of business and were unavoidable. Please contact [Internal Control](#) in the first instance if you wish to seek approval for expenses not

covered by the policy prior to approval being sought from the BEIS CFO and a Director General.

- 2.11 Where potential policy violations require specific additional Line Manager's approval, or where policy benchmarks have been exceeded, staff should attach (in the same manner as their receipts) a copy of the email providing their Line Manager's approval (Grade 7 and above). Alternatively, line managers (Grade 7 and above) may include benchmark approvals in the 'Note' section of the claim approval screen or auto-generated approval email.
- 2.12 BEIS does not pay for the costs staff may incur in their journey from home to their normal place of work (unless a specific "reasonable adjustment" has been pre-authorised). For tax purposes "Home" is not considered a permanent place of work, with any costs from home to a permanent place of work considered a taxable benefit by HMRC. Appendix A explains this in more detail and is particularly relevant if considering a journey that partly coincides with normal travel to work.
- 2.13 There may be serious tax implications for both staff and BEIS if the stipulations of this policy are not observed fully.

3 Responsibilities

- 3.1 There are certain responsibilities upon both claimants and Line Managers authorising expense claims because every civil servant has a duty to uphold the principles of the civil service⁶, in addition to complying with the law.
- 3.2 Within BEIS the responsibility for budget control, and therefore for approving expenses, is held at Senior Civil Servant (SCS) level. With respect to expense approval, this may be delegated to lower grades by the SCS Budget Holder.

As Line Manager and Expense Approver

- 3.3 Budget Holders, and Line Managers in their team, must only commit expenditure from within their budgets.
- 3.4 Expense Approvers have a responsibility to check and approve expenses incurred by staff in their budgets.
- 3.5 When an Expense Approver signs an expense claim they are certifying that the expenses are:
 - 3.5.1 compliant with this Policy;
 - 3.5.2 properly incurred in the line of business;
 - 3.5.3 due for reimbursement; and
 - 3.5.4 evidenced by receipts except where specific exemptions apply.
- 3.6 An Expense Approver's signature (including electronic "signature" through the action of submitting 'Approve' on the expense claim) certifies that the claim has been reasonably checked for fraud or misappropriation. If an Expense Approver suspects a claim is fraudulent they should not alert the claimant, and should instead immediately raise the concerns with the BEIS counter-fraud team (counterfraud@beis.gov.uk) and seek advice.
- 3.7 Expense Approvers may set up vacation workflows which redirect expense claims to alternate approvers for their cost centre during periods of absence, although the Expense Approver remains ultimately accountable under such arrangements.
- 3.8 Claimants may select alternative approvers for their cost centre if their pre-selected approver is absent from work. However it is important to check whether the alternate approver has approval rights on the originator's cost centre before doing so.

As Claimant

- 3.9 Staff must always ensure that their expense claims are:
 - 3.9.1 incurred within the line of business;
 - 3.9.2 free from fraud (you should also alert Internal Control of any erroneous under or overpayments as soon as you become aware of them);
 - 3.9.3 within the letter and spirit of *Managing Public Money*⁷ and the *Civil Service Management Code*⁸; and
 - 3.9.4 supported by receipts except where specific exemptions apply.

⁶ See *Civil Service Code* and *Civil Service Management Code*.

⁷ See *Managing Public Money* Paragraph 2.4, 4.5, 4.9 and Annex 4.8.

⁸ See *Civil Service Management Code* Chapter 8.

4 Accommodation

- 4.1 If you are required as part of your BEIS duties to stay overnight prior to or after a meeting that is a significant distance from your home or work, you may make a claim for accommodation costs.

Hotels

- 4.2 Hotels should be booked through CTM except where there is a clear value for money case for alternative arrangements, or where security reasons prevail. The following nightly rates should be used as a guide, but may be exceeded in order to meet the requirements of section 4.4 below:
- 4.2.1 London and international: £140
 - 4.2.2 Elsewhere (UK): £100
- 4.3 A further benefit of using CTM is that the Department will be able to contact you more easily in an emergency, and alternative accommodation may be able to be arranged at short-notice if required.
- 4.4 Staff should ensure the hotel that they book is of a suitable standard while traveling on departmental business. This should include due consideration of personal security. A guide for hotel standards is as follows:
- 4.4.1 Hotel should be a minimum 3* rating.
 - 4.4.2 En-suite facilities including shower or bath.
 - 4.4.3 Bed & Breakfast (BB) and Room Only (RO) board basis available.
 - 4.4.4 Rooms guaranteed for late arrival. Wherever possible, rooms should not be on the ground floor or above the sixth floor.
 - 4.4.5 City hotels should have good access to public transport and/or be close to meeting venues.
 - 4.4.6 Hotels should be in a safe area. When travelling outside the EU or America, Australia, New Zealand or Canada, staff should only use overseas hotels which are approved by the local UK mission. They should approach the relevant FCO overseas security manager for a list and wider security advice before travelling.
 - 4.4.7 If an individual arrives late, the hotel should have provision to provide a hot meal.
 - 4.4.8 Free cancellation up to 2pm on Day of Arrival for most bookings (however, some properties will require a longer cancellation notice period).
- 4.5 If the hotel does not provide the 'bill back' service staff may claim with supporting receipts.
- 4.6 The use of AirBnB or similar intermediary companies for accommodation is currently not permitted under the expenses policy due to safety and security concerns for staff.

Staying with Family and Friends

- 4.7 As of 6 April 2016, HMRC removed dispensation for overnight stays with friends and family. Any payment made under such arrangements is now subject to deductions for tax.

-
- 4.8 Therefore if you are able to stay with family or a friend rather than a hotel, compensation payments are limited to subsistence claims (see section 7 Subsistence).

Accommodation Provided as Part of a Contract

- 4.9 Accommodation reimbursed as part of your employment contract is considered a taxable 'benefit in kind' by HMRC. Payments of this type must be made through payroll as part of staff remuneration with appropriate deductions for PAYE and NI.

Incidental Expenditure

- 4.10 Incidental overnight expenses are personal (non-business) expenses incurred by an employee when travelling overnight on business.
- 4.11 Staying overnight in a hotel may prevent you doing activities normally undertaken at home, such as laundry or newspaper delivery. To compensate, up to £5 a day may be claimed in the UK and up to £10 a day may be claimed overseas, where supported by receipts.⁹
- 4.12 Food and drink should not be claimed as incidental expenditure (e.g. coffees / mini bar drinks / low-cost snacks). Instead, these should be claimed as subsistence (see section 7).

⁹ The different UK and overseas rates are set by HMRC. As these are limits (rather than benchmarks) these cannot be exceeded through claimant and line management discretion.

5 Air Travel

- 5.1 Air travel makes a significant contribution to climate change and can be more expensive than surface travel. Staff must carefully consider the need, the full cost (including travel between airports and offices) and the travel alternatives before booking flights. CTM should be used for air travel bookings.
- 5.2 Air miles and similar benefits earned through official travel should not be used for private purposes. If you are in receipt of air miles or other frequent flier scheme rewards earned for business travel, your points can be used for official purposes to “purchase” enhanced facilities such as seat upgrades and, as a member of such a scheme, you may also use certain facilities such as special departure lounges and priority booking arrangements.

Domestic (UK) Air travel

- 5.3 Within the UK, the Department encourages rail travel wherever practical, due to its lower environmental impact. However, if other factors, such as time and cost, are judged to outweigh the environmental benefits, then domestic air travel is acceptable.
- 5.4 Staff should travel by economy class unless there are reasonable adjustment reasons that make this inappropriate.
- 5.5 Any non-economy class UK air travel must be approved in writing by your Line Manager (Grade 7 or above) before any booking is made.

International Air Travel

- 5.6 Staff with a health condition who are unable to secure suitable facilities in economy class may travel premium or business class.
- 5.7 Staff that are able to purchase a cheaper premium or business class ticket than an economy ticket for the same journey may also travel premium or business class (a copy of the price comparisons must be printed and submitted with the expense claim).
- 5.8 To determine what class of ticket staff may purchase, follow the guidance below:
 - 5.8.1 If the flight is less than 3.5hrs only an economy ticket is permitted (subject to 5.6).
 - 5.8.2 If the flight is greater than 3.5hrs but less than 5.5hrs, a premium economy ticket may be claimed.
 - 5.8.3 If the flight is greater than 5.5hr (intercontinental) a business class ticket may be claimed.
- 5.9 You may only claim for excess baggage if you are due to be away from your home office for longer than 1 month.
- 5.10 The Department recognises that long air journeys across time zones can negatively affect efficiency, judgement and concentration. Staff are not expected to start work immediately following such a journey. Staff are allowed a period to acclimatise after journeys greater than 3.5hrs. The period of acclimatisation necessary is dependent on each individual. BEIS policy of allowing premium and business class flights for longer flights is designed to ease the transition between countries. Staff should discuss the reasonable period of acclimatisation with their Line Manager prior to booking and, once agreed, incorporate this into their schedule.

6 Rail Travel (Incl. Transport for London and Eurostar)

- 6.1 Rail travel is BEIS preferred method of transport due to the options available for cheap advanced tickets, journey comfort for staff and having a relatively low environmental impact compared with other forms of transport. CTM should be used for rail bookings (except on TfL where Oyster cards and contactless payment methods are also permissible).

Oyster Card and contactless payment journeys (TfL)

- 6.2 Underground tickets can be purchased through CTM when making an inter-city rail booking. Staff and/or teams who make regular trips to or around London should use an Oyster card or contactless payment method.
- 6.3 If using a personal 'pay as you go' Oyster card for business travel, you should only claim for the cost of the actual journey and not the round sum you may have paid to top up. Journey statements confirming the route and cost are available by [registering your Oyster card](#). Either the Oyster card statement or a print screen from the Oyster app should be submitted with the claim for reimbursement. If staff are concerned about having outstanding balances on their Oyster card after they have topped it up for work purposes, they can use 'contactless payment' methods (see 6.4), or purchase underground tickets through CTM (see 6.2).
- 6.4 Transport for London offer 'contactless payment' through a debit or credit card in place of an Oyster card. You can [create an account](#) and register your debit/credit card or link a debit/credit card to your current Oyster account. Journey statements will be available and should be submitted with the claim for reimbursement.
- 6.5 If you purchase an Oyster travelcard, for a week, month or year, as part of your personally funded journey to and from work (i.e. commuting to/from home and your normal place of work), only legitimate business journey expenses above the cost of the travel card may be reimbursed (these journeys may be charged to your card as part of 'pay as you go').
- 6.6 If staff travelling on behalf of the Department do not already have an Oyster travel card, and do not have a contactless payment method available to them, they are able to purchase an Oyster travel card and claim the costs back from the Department. However, if they return the Oyster travel card back to Transport for London for a refund, or leave the Department, they must pay back the cost of the Oyster travel card to the Department.

Eurostar

- 6.7 When travelling by Eurostar BEIS encourage you to book standard tickets in advance and, where possible, to purchase non-flexible tickets balancing the likelihood of meeting cancellation. Eurostar offer Standard, Standard Premier and Business Premier ticket classes and prices vary with demand for the service. The most economical tickets should always be purchased, therefore Standard premier and Business Premier may be purchased with written authorisation from you Line Manager.

Other Rail Travel

- 6.8 Staff should always seek to book standard class rail travel.

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- 6.9 Staff should book a ticket that offers a refund in the event of business meeting cancellation, or anytime open tickets. While cheaper tickets for set times may be booked, staff should be satisfied that meetings are very unlikely to be cancelled and that the savings secured more than balance any increased risk of wasted expenditure.
- 6.10 By exception first class travel is permitted where the Department is satisfied that:
- 6.10.1 it would constitute a “reasonable adjustment” under the Equality Act;
 - 6.10.2 a temporary “reasonable adjustment” is required e.g. due to injury or pregnancy related, or a condition where it will impact safety or cause a worsening or adverse effect on the condition;
 - 6.10.3 if there is no standard class available, but the trip is essential;
 - 6.10.4 there are justified concerns about security; and/or
 - 6.10.5 this is necessary in order to support a Minister who is travelling first class.
- 6.11 Approval for booking first class travel should be sought from your Line Manager (Grade 7 or above) prior to making the booking.

Railcards

- 6.12 Staff are able to reclaim the cost of railcards if there will be an overall saving to BEIS for the duration of the railcard (i.e. if the combined cost of the railcard and legitimate business journeys travelled is less than the cost of journeys travelled had a railcard not be purchased).
- 6.13 To ensure that an overall saving to BEIS is achieved, staff must complete a request template ([available here](#)) for pre-approval from their line manager. Railcards cannot be reclaimed unless this is completed and approved prior to purchase (the Department will not reimburse those who already hold railcards). Once the railcard has been purchased, the pre-approved request template must be attached to the iExpenses claim form.
- 6.14 The Department will not pay for railcards for staff who are due to leave the Department in the next 12 months (e.g. staff on fixed term contracts, or those who have handed in their notice).
- 6.15 Railcards can be used when booking travel on CTM, for eligible journeys.
- 6.16 The types of railcard which can be reimbursed by the Department include 16-25 Railcard, 26-30 Railcard, Network Railcard, Senior Railcard, Disabled Persons Railcard and Armed Forces Railcard.
- 6.17 The Department will not reimburse the Two Together Railcard or Family and Friends Railcard as their eligibility criteria means they are not relevant for business purposes.

7 Subsistence

- 7.1 Subsistence is provided for staff working away from home where there is no reasonable opportunity to cook meals as normal. Rates for breakfast, lunch and dinner are shown as benchmarks that staff should always seek to meet or spend less than. It is permissible for staff to “flex” the benchmarks (e.g. having a nominal lunch but a larger evening meal), although expenses will still require staff to follow the excess benchmarking process set out in section 1.12.
- 7.2 The Department recognises that this is not always possible to stay within benchmark rates and Line Managers should judge the reasonableness of claims with supporting receipts (see 1.12).
- 7.3 Any beverages paid for out of public funds must be non-alcoholic.

Breakfast (early start from home)

- 7.4 Rather than staying overnight, the Department recognises that staff will sometimes leave their home earlier than normal to travel to different offices for meetings (i.e. not their normal place of work). Receipted claims, using a benchmark of £5, may be made where staff leave home 90 minutes earlier than usual to attend the meeting. (The benchmark for breakfasts overseas in Europe and North America is £10.)

Breakfast (after overnight stay)

- 7.5 When staying overnight in a hotel, breakfast costs in that hotel may be significantly higher than the £5 (or £10 in non-UK Europe / North America) benchmark rate in 7.4. These rates do not therefore apply to overnight stays. Staff should ensure that they consider value for money when making hotel bookings (it may be cheaper to book breakfast within the room rate). Staff should ensure any breakfast costs are always included in the final hotel invoice, either for reimbursement, or direct bill back to the Department.

Lunch

- 7.6 Staff that are absent from their normal place of work (office or home based) to attend a meeting or other business-related matters may claim for lunch allowance.
- 7.7 The benchmark for lunch claims is set at £5. (The benchmark for purchases made in non-UK Europe and North America is £15.) The actual amount claimed must be supported with receipts.
- 7.8 The benchmark amount stipulated in 7.7 (and 7.10) is expected to be sufficient for costs across the UK and for most UK cities. However the department recognises that greater costs are sometimes unavoidable e.g. due to higher living costs in some countries. These should be receipted and your Line Manager (Grade 7 or above) should consider their reasonableness, including the cost of living of the place where they were incurred, when authorising your claim.

Evening Meals

- 7.9 Dinner, or evening meal, allowance may be claimed when staying overnight on official business (coinciding with a hotel booking unless personal arrangements have been made).

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- 7.10 A benchmark dinner expense of £15 per night may be claimed by staff who are absent from home overnight on official business. (The benchmark for purchases made in non-UK Europe and North America is £25.) The actual amount claimed must be supported with receipts.
- 7.11 Section 7.8 applies to the evening meal rate.

Gratuities on Meals and Subsistence

- 7.12 See section 13.21

Subsistence while Staying with Relatives

- 7.13 If you make your own accommodation arrangements e.g. with friends or relatives, you may claim up to £5 for lunch and up to £15 for an evening meal. Where receipts are not available, prior approval should be sought from your Line Manager.

Subsistence claims for colleagues

- 7.14 Staff may make expense claims for subsistence for themselves and colleagues where they have paid for colleagues' subsistence. However, they must ensure that they name each attendee in their expenses claim to ensure an adequate audit trail. Duplicate claims (where both members of staff claim for the same meal are strictly prohibited).

8 Car and Motorbike Travel

- 8.1 Unless travelling as part of a group, car travel is not a favoured form of transport for BEIS staff. When travelling as a group, staff may share journeys for greater efficiency.
- 8.2 Business mileage refers to journeys undertaken by staff in the course of their work, excepting staff member's normal commute. See the guide in Appendix A: Business Mileage for further information.

Taxi

- 8.3 The use of licensed taxis is permissible where:
 - 8.3.1 staff travelling alone or in small groups feel more secure than taking public transport;
 - 8.3.2 FCO travel advice warns against the use of public transport or walking. Note that bicycle, motorcycle or tricycle taxis must never be used. Where FCO travel advice warns against the use of all taxis, transport must be arranged through the local UK mission or (if cleared through the local overseas security manager) hotel transport may be used;
 - 8.3.3 this is an appropriate reasonable adjustment (this includes journeys to work where agreed with HR); and/or
 - 8.3.4 it is the most economical transport available considering journey time or number of travellers.
- 8.4 Platform-based licensed private vehicle hire services and licenced mini-cab services can be used unless Security advise is against this. When travelling overseas, advice should be sought from the local UK mission as to which type of licensed taxi and hire services should be used (note that Uber should not be used in Beirut). Pre-deployment risk assessments should consider the best method of travel (further advice may be sought from the Department's Security team).
- 8.5 Unlicensed mini-cab services are not permitted on security grounds and claims should not be authorised by Line Managers.
- 8.6 See section 13.21 in respect of gratuities on taxi fares.

Own Car

- 8.7 When considering the use of a private car for legitimate business travel, staff should balance the cost against the benefit of using their own car or public transport, taking into account staff fatigue from driving as part of a sensible risk assessment.
- 8.8 Staff may use their own car in situations where this provides them with a reasonable adjustment.
- 8.9 Staff travelling by car are expected to share the journey with other staff for efficiency. A supplement is payable per passenger.
- 8.10 The prevailing HMRC reimbursement rates will be paid for journeys made. At the time of writing these were:
 - 8.10.1 45p per mile for the first 10,000 miles per year;

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- 8.10.2 25p per mile for mileage above 10,000 miles per year; and
 - 8.10.3 5p per mile for passenger supplement.
 - 8.11 Staff are responsible for the good working order of their car, compliance with MOT regulations, and suitable insurance for work purposes. Most basic insurance does not cover work-related travel. Third Party, Fire and Theft insurance is not considered sufficient by BEIS for business-related journeys. BEIS does not reimburse the cost of additional insurance for staff.
 - 8.12 Staff are responsible for compliance with road traffic laws and regulations. BEIS will not refund traffic fines of any sort. Staff found guilty of breaking road traffic laws while driving on official business may be subject to disciplinary proceedings.
 - 8.13 Staff should not drive their own car overseas (see paragraph 8.16 for an explanation of the risks relevant to overseas driving).

Hire Car

- 8.14 Where travelling by car in the UK is the most economical travel method for legitimate business journeys, hire cars are permitted.
- 8.15 Staff may use a hire car in the UK in situations where this provides them with a reasonable adjustment. Information on BEIS' car hire contract is available [here](#).
- 8.16 Staff are advised against driving hire cars overseas as driving standards and road conditions may be different and official trips overseas tend to be of short duration, limiting the opportunity for acclimatisation to local traffic. Embassy transport or (where appropriate) registered taxis should be used as an alternative. Where staff feel that there is absolutely no alternative to driving a hire car overseas, they must submit a business case to, and seek authority from, the Department's Senior Security Advisor: staff are prohibited from driving cars overseas without this authority.
- 8.17 Car hire is normally conducted on a bill back basis to the department. Therefore expense claims should not, in general, be made. In the absence of a hire company bill back service quotations for costs should be approved in writing by Line Managers before committing expenditure.
- 8.18 Costs are reimbursed on the basis of the invoice from the hire company, and any additional fuel receipts (as opposed to mileage rates) related to your journey.
- 8.19 Staff should ensure that they read and adhere to the contractual terms and conditions of the hire car lease.
- 8.20 The Department is unable to reimburse any penalties or charges in relating to traffic offences, parking penalties and penalties relating to the non-payment of congestion charges or tolls, this includes any related administrative charges levied by the hire car company.
- 8.21 Fuel costs for hire cars are claimed by provision of a receipt (rather than claiming mileage) as it is typical for hire car companies to require cars to be returned with a full tank of fuel. Staff should provide an overview of journeys travelled as part of their claim and are prohibited from using hire cars for personal use.

Motorbike

- 8.22 Costs for legitimate business travel by motorbike are claimable. The prevailing HMRC reimbursement rates will be paid for journeys made. At the time of writing this was:
 - 8.22.1 24p per mile.

Bicycle

8.23 Costs for legitimate business travel by bicycle are claimable. Protective head gear must be worn and staff must be aware that they are using their own bicycle at their own risk (the Department may not be held responsible for compensation for theft while on business travel). The prevailing HMRC reimbursement rates will be paid for journeys made. At the time of writing this was:

8.23.1 20p per mile.

Tolls, Ferry Costs, Parking and Congestion Charge

8.24 Receipted costs for ferries, and toll bridges and roads unavoidably incurred during your business journey may be claimed.

8.25 Reasonable parking charges may be claimed.

8.26 Receipted congestion charges unavoidably incurred on your business journey may be claimed. Staff using hire cars are responsible for ensuring that the congestion charge is paid for the hire car (depending on the terms of the lease, either by the hire company or by the member of staff and reclaimed through expenses).

8.27 The Department is unable to reimburse any parking penalties and penalties relating to the non-payment of congestion charges or tolls, including any related administrative charges levied by the hire car company.

9 Working Meals and Official Business Entertainment

- 9.1 BEIS differentiates a 'working meal' from subsistence provided while working away from your normal office and home. (Please see section 7: Subsistence, for these types of claims.)

Meals with external parties

- 9.2 It is a recognised business practice to provide meals or refreshments for meetings with external parties that run over meal periods, where there is a clear benefit to BEIS. However, this should be balanced with the responsibilities upon civil servants within *Managing Public Money*¹⁰. Claims should always be justifiable, modest and defensible under public scrutiny.
- 9.3 Staff should refer to and comply with the Gifts Hospitality and Bribery and Corruption policy.
- 9.4 Claims for working meals or the provision of refreshments will only be allowed if all the following circumstances are met, although the Permanent Secretary or Chief Financial Officer may approve exceptions where appropriate:
- 9.4.1 When staff are working through a meal period, or meeting over meal periods as part of official BEIS business.
 - 9.4.2 The meeting must include external guests and must substantively take place during the meal period.
 - 9.4.3 The meal or provision of refreshments must take place as a necessary component of a meeting for the purpose of official business that has a total duration that justifies the provision of a meal or refreshments (typically two hours for a lunch or dinner meeting) and with external guests in attendance. ('External guests' in this context does not cover BEIS staff from other sites, other civil servants, staff from BEIS partner organisations, or BEIS Non-Executive Directors.)
 - 9.4.4 Any beverages paid for out of public funds must be non-alcoholic.
 - 9.4.5 Written approval must be obtained from your Senior Civil Servant line manager in advance. Only a modest meal or refreshment, which must be within the subsistence rates outlined in this Expenses Policy may be provided (see [section 7](#) for details of subsistence rates).

Meals with internal parties (such as Civil Servants) including team events and away days

- 9.5 Meals or refreshments may be provided for internal parties if all the following circumstances are met. ('Internal parties' in this context covers BEIS staff, other civil servants, staff from BEIS partner organisations, and BEIS Non-Executive Directors):
- 9.5.1 Staff are working during meal periods (typically lunch) as part of a meeting, team event or team away day for the purpose of official BEIS business.
 - 9.5.2 The meeting is in excess of 2hrs (for lunches the period between 12:00 and 14:00 must be covered).
 - 9.5.3 Any beverages provided must be non-alcoholic.

¹⁰ See Managing Public Money Paragraph 2.4 and Annex 4.8.

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- 9.5.4 The circumstance for providing the meal or refreshments is exceptional, not routine.
- 9.6 If these points are met and you have written approval from your SCS line manager in advance, then a modest meal or refreshment, which must be within the subsistence rates outlined in this Expenses Policy may be provided (see [section 7](#) for details of subsistence rates). This will normally be only when some attendees have travelled, or there is some other constraint making it impractical to include a break for attendees to provide for their own meals.

10 Professional Subscriptions

- 10.1 Employees may claim the cost of annual subscriptions for up to a maximum of three professional bodies, provided that each body is on the HMRC approved list and its activities are directly relevant to the employee's duties. Staff should be aware that any subscriptions not paid by the Department may be claimed on personal tax returns. Further details can be obtained at: <https://www.gov.uk/tax-relief-for-employees/professional-fees-and-subscriptions>
- 10.2 The professional body must be included in the [HMRC approved list](#).
- 10.3 The subscription must be relevant to the role being undertaken by the member of staff.
- 10.4 Approval should be obtained from your Line Manager or the bursary scheme manager if you are reclaiming any subscriptions. Where there is uncertainty about the appropriateness of the claim please contact BEIS Internal Control (internalcontrols@beis.gov.uk) for advice.
- 10.5 Evidence of payment and receipt must be submitted with the claim.
- 10.6 A Government Procurement Card can also be used to pay for professional subscriptions (rather than claiming for the costs through expenses). The GPC holder should only make payment once they have received an invoice or equivalent with the member of staff's name and membership details on, and evidence (via an email) that the member of staff's line manager has approved the payment and that it is in line with policy. Both the invoice and line manager email should be attached to iExpenses.

11 Cancellation or Postponement of Annual Leave

- 11.1 In the event that your manager specifically requires your expertise for urgent, unforeseen work that conflicts with pre-agreed and pre-booked holiday as part of annual leave, you may be entitled to reclaim the costs you have suffered from the Department.
- 11.2 This provision extends only to actual costs incurred and is not intended to be used to compensate staff for inconvenience or to pay for the salary equivalent of annual leave.
- 11.3 Prior to any decision to cancel leave, approval must be given in writing, including a full cost breakdown, by your Director General. As with all expenses, claims must only be made retrospectively, and accompanied by suitable original third party documentation.
- 11.4 For the avoidance of doubt, the full direct costs that result from holiday cancellation may be reclaimable.
- 11.5 Such circumstances are expected to be truly exceptional and therefore managers are required to demonstrate that there was no management failing. The following steps should be taken.
 - 11.5.1 A full cost breakdown (third party documentation) of the losses that would be incurred through cancellation must be presented to a Director General prior to a decision being made.
 - 11.5.2 Director General should be presented with a timeline for annual leave approval, request and deadline for work to prove there has been no management failing. The Director General should be satisfied that there was no management failing in order to approve the claim.
 - 11.5.3 Director General approval to cancel and reimburse must be provided in writing prior to any decision being taken.

12 Additional Claims for Travelling Overseas

Overseas Travel Insurance

- 12.1 BEIS provides overseas medical insurance (see below) so claims for personal travel insurance are not normally reimbursed. Staff are encouraged to print out a copy of the emergency medical insurance cover details and take it with them when they travel on behalf of the Department. The cover details are available [here](#).

Personal Effects while Travelling

- 12.2 Please see Compensation for Loss of or Damage to Personal Property, in section 13.24.

Medical Travel Insurance

- 12.3 The Department's overseas medical insurance policy meets the costs of emergency medical treatment if you are injured or fall ill. See the [Health and Wellbeing intranet site](#) for more information. Additional insurance is required for some high-risk countries.
- 12.4 At the time of drafting this policy the high-risk countries were as follows, although advice should be sought from Security to make sure that the very latest FCO advice is observed:
- Afghanistan
 - Chechnya
 - Iraq
 - North Korea
 - Somalia
- 12.5 Contact UKSBS if you are travelling to the countries shown above to arrange suitable insurance.

Healthcare Prior to Travel

- 12.6 Vaccinations for travelling overseas should be made through the BEIS registered Health Management company. A direct bill back service means expense claims are not normally reimbursed except in the rare circumstances where the registered health management company are unable to provide the required service.

Passport Costs

- 12.7 Staff travelling overseas must have a valid passport. In the event that staff do not have and have never owned a full UK Passport, the costs associated with issuing a new passport may be claimed from the Department. Approval is required before entering into, or committing to, this process from your Finance Business Partner. Expense claims for passports are taxable and must be claimed for using the taxable expense claim form. Costs for renewing or replacing expired passports are not reclaimable from the Department.
- 12.8 Staff that are not UK nationals are responsible for ensuring their passport is up to date and valid.

Visa Fees

- 12.9 In the event that staff are travelling to a country that requires a visa with an associated cost, claims for reimbursement may be made.
- 12.10 If staff require a visa to work at BEIS, all arrangements and costs relating to extension must be arranged directly with HR and not claimed through personal expenses.

Spouse and Partner Overseas Travel

- 12.11 Overseas travel greater than one month duration is likely to involve a significant change of circumstances for staff. In the event that such circumstances are imposed on staff then consideration may be given for partner/spousal visits or funded return flights mid-way through the engagement. Each circumstance is unique and the SCS Line Manager should consider the full implications and costs when assessing the value for money of the engagement. The SCS Line Manager may make provision for one monthly visit of spouse/partner or return journeys for members of staff and additional clothing allowance where climatic change is significant.
- 12.12 Approval for such expense is required prior to the trip and in writing from both your Finance Business Partner and the BEIS Chief Financial Officer.

Emergency Travel

- 12.13 Sometimes employees travelling overseas may have to make emergency arrangements to travel home or to pay for in-country emergency accommodation. For medical emergencies, staff should first contact Chubb (BEIS's medical insurer) on their 24 hour emergency contact number quoting [the BEIS policy number](#). Chubb will then be able to arrange either the appropriate emergency medical care or repatriation back to a suitable hospital or their home address in the UK.
- 12.14 If you have one, your Government Procurement Card (GPC) could be used to cover other emergency expenditure. Specific transaction limits for GPC holders travelling overseas are available – please refer to the GPC policy for further details.

Further safety information for staff travelling overseas

- 12.15 Further information on safety when travelling abroad is available [here](#) and in [FCO travel advice](#) for the destination country, which must be read prior to travel overseas.
- 12.16 Some countries require staff to attend SAFE training prior to visiting (this course is a 3 day residential course). Further information is available [here](#).
- 12.17 Line Managers should also consider if staff should attend a Personal Safety course which can be arranged via the [Health, Safety and Wellbeing Team](#).

13 Other Expense Claims

Additional Costs for Out of Hours Working

- 13.1 In exceptional circumstances you may be asked to complete work by your Line Manager at short notice and with a short time frame, outside your team's core hours. Normally core hours are considered to be 7am to 8pm however your team may have different core hours which should be shown in your contract with BEIS. Prior to commencing the work you should discuss with your Line Manager any additional costs that you are likely to incur as direct result of the line management request. Examples include additional childcare or caring responsibilities, taxi fare home, or evening meals. Your Line Manager (Grade 7 or above) may then consider the cost-benefit of their request made to you. For additional costs incurred as a result of childcare or caring responsibilities, authorisation should be provided to you in the "reimbursement of additional child/dependent fees application and claim forms". Other claims should be made on iExpenses as usual. This point extends to staff training when held away from normal office location or on non-working days.

Postage Fees

- 13.2 Postage costs should be charged directly to your budget code from the Post Room when staff are business posting items from 1 Victoria Street. Personal postage is not claimable.
- 13.3 When staff are posting business items from offices other than 1 Victoria Street the costs should be receipted and claims for reimbursement may be made.

Dress Allowance

- 13.4 Allowance for clothing if staff are visiting very hot or very cold countries was available to staff under old policies. Given the seasonal swing in temperatures encountered in the UK it is not expected that additional clothing would normally be required by staff. In addition, offices in overseas territories commonly offer climatic control for their staff. However in exceptional circumstances, or where staff require specific clothing that may be classed as Personal Protective Equipment under Health and Safety Regulations, SCS Line Managers may authorise, along with Finance Business Partners an allowance for additional clothing on a case by case basis prior to costs being incurred.

Eye Test

- 13.5 A separate policy is published that covers eye tests, detailing the amounts to be paid/claimed for eye tests and those eligible for contributions to spectacles for monitor use. Staff should follow the procedures within that policy to claim for costs.

Mobile Phone Costs

- 13.6 All BEIS staff have a work mobile phone available for use. Therefore, costs for personal mobile phone use should not be claimed for except in exceptional circumstances.
- 13.7 You must immediately alert your Line Manager and BEIS IT if your phone is lost or stolen.

Printing

- 13.8 BEIS has a professionally contracted print function and this should be used for high quality office printing. If it is necessary to contract work to other companies this should be completed

with a purchase order through UKSBS. If printing is required at home, or away from the office (normal place of work) costs for printing will be reimbursed with suitable receipts.

Publications

- 13.9 Publications and periodicals are expected to be purchased by teams within the Department through normal purchasing procedures rather than expenses. Therefore it is expected that staff will not claim for these expenses.

Interviews and Test Centres

- 13.10 It is no longer commonly expected that interview expenses and costs for attending test centres will be reimbursed by potential employers. Therefore the Department should not offer to reimburse expenses for attending interview or test centres.
- 13.11 In exceptional circumstances, for example where an overnight stay is required by the candidate, expenses may be reimbursed in line with Section 4 (Accommodation). Prior approval should be sought in writing by the Director of the recruiting directorate.

Relocation Expenses

- 13.12 Staff that are to be permanently transferred and have to move home as a result, or future staff that have to move to take up the offer of employment, may be eligible for reimbursement of relocation expenses.
- 13.13 Each case is treated individually, as the circumstances will be unique to each case.
- 13.14 There is a tax free limit of £8,000 stipulated by HMRC. Amounts above are likely to be liable for PAYE and NI. Finance Business Partners should always approve the costs before offers are made.
- 13.15 Note that this payment differs from ongoing support for the additional costs for traveling between your new home and your new place of work that may be payable to existing staff that must move. See 13.26.
- 13.16 The employee's or future employee's reason for relocation must be for one of the following reasons:-
- 13.16.1 they are starting a new job;
 - 13.16.2 there has been a change in their employment duties;
 - 13.16.3 there has been a change of the place where their duties are usually performed;
- 13.17 The expenses and benefits paid to the employee must be in at least one of six categories:-
- 13.17.1 the employee's sale of their former home
 - 13.17.2 the purchase of a new home
 - 13.17.3 transportation of the employee's belongings to their new home
 - 13.17.4 associated travel and subsistence costs
 - 13.17.5 domestic goods for the new home
 - 13.17.6 bridging loans in relation to the purchase of the new home
- 13.18 To qualify the costs must be paid before the end of the tax year in which the move took place. Further information is available from HMRC at the following link:
<https://www.gov.uk/expenses-and-benefits-relocation>

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- 13.19 In all scenarios the case for payment of relocation expenses must be approved by the Finance Business Partner and the Human Resources Business Partner prior to offers being made.

Dual Location workers

- 13.20 Some employees may have more than one permanent workplace. Such arrangements have associated tax implications. A separate [dual location policy](#) is available on the intranet which provides more details on criteria for dual location arrangements and how dual location expenses must be paid.

Gratuities

- 13.21 Where gratuities are included and a recognised element of the cost of service, for example taxis and restaurants, a reasonable cost may be claimed. Reasonable costs in the UK are not expected to exceed 10% of the total cost relating to that expense (taxi journey or meal). Costs incurred in other countries should be judged by what is deemed reasonable in that city or country.

Official Gifts

- 13.22 If there is a need to purchase an official gift, in line with BEIS policy for Gifts, Hospitality, Bribery and Corruption (reciprocal gifts as part of cultural exchange), these may be claimed through expenses. Written prior approval should be sought from the BEIS CFO or Permanent Secretary
- 13.23 Gifts for colleagues as part of occasions, such as leaving, sickness or parenthood, is specifically exempt. These should be funded through collections/donations with other colleagues.

Compensation for Loss of or Damage to Personal Property

- 13.24 The Department has a specific policy, and claim procedure for personal property. Guidance notes are included within the claim form for staff (available on the intranet). Where staff have suffered a loss or damage they should refer to this guidance for reclaim. Note that the following is a summary of the claim guidance:

'Accidents happen and the fact that you are at work, on official duty away from the office or travelling to or from work when you experience loss or damage to your property is not sufficient reason to expect the Department to compensate you.'

'In some cases the Department may have a legal liability to compensate for loss or damage to officers' personal property. The Crown Proceedings Act 1947 puts the Department to all intents and purposes in the same legal position as a private employer. Each case will be examined on its merits and you should be aware that, as a rule, there is no liability on the Department to:

- prevent theft of an officer's personal property or*
- to compensate in respect of losses or damage due to defective furniture or locks if the defect is known to a member of staff who is expected to exercise reasonable care.'*

'Whether there is a legal liability to pay or not, the Department may at its discretion make compensatory payment to an officer whose personal property - other than luxury items (e.g. jewellery) is lost or damaged during the course of employment.'

Miscellaneous Office Expenses

- 13.25 Staff should not buy consumables for use at work (e.g. stationary, I.T. licences, software or hardware) and reclaim the cost through expenses. Government Procurement Cards are available for low value transactions when purchase orders are not warranted.

Permanent Staff Transfer (excess fare allowance)

- 13.26 The excess fare allowance that you may claim is based on the extra cost of travel between your new home and your new office. This is calculated, monthly in arrears and as part of your salary and will be notified well in advance to you by HR as part of a formal consultation period. Therefore claims for excess fare allowance should not be made through iExpenses.

Hire of Formal Wear

- 13.27 Staff may be asked to represent the Department at formal events, requiring evening dress. In such a scenario staff may claim a one-off amount of up to £100 towards either hire or purchase of formal wear, authorised by the SCS Line Manager.
- 13.28 Hired formal wear should be claimed for using iExpenses. Purchased formal wear is taxable and should be claimed for using the taxable expenses form.

Staff parties

- 13.29 The Department does not fund retirement / leaving / seasonal / other staff parties.

Appendix A: Business Mileage

HOME – DESTINATION 1

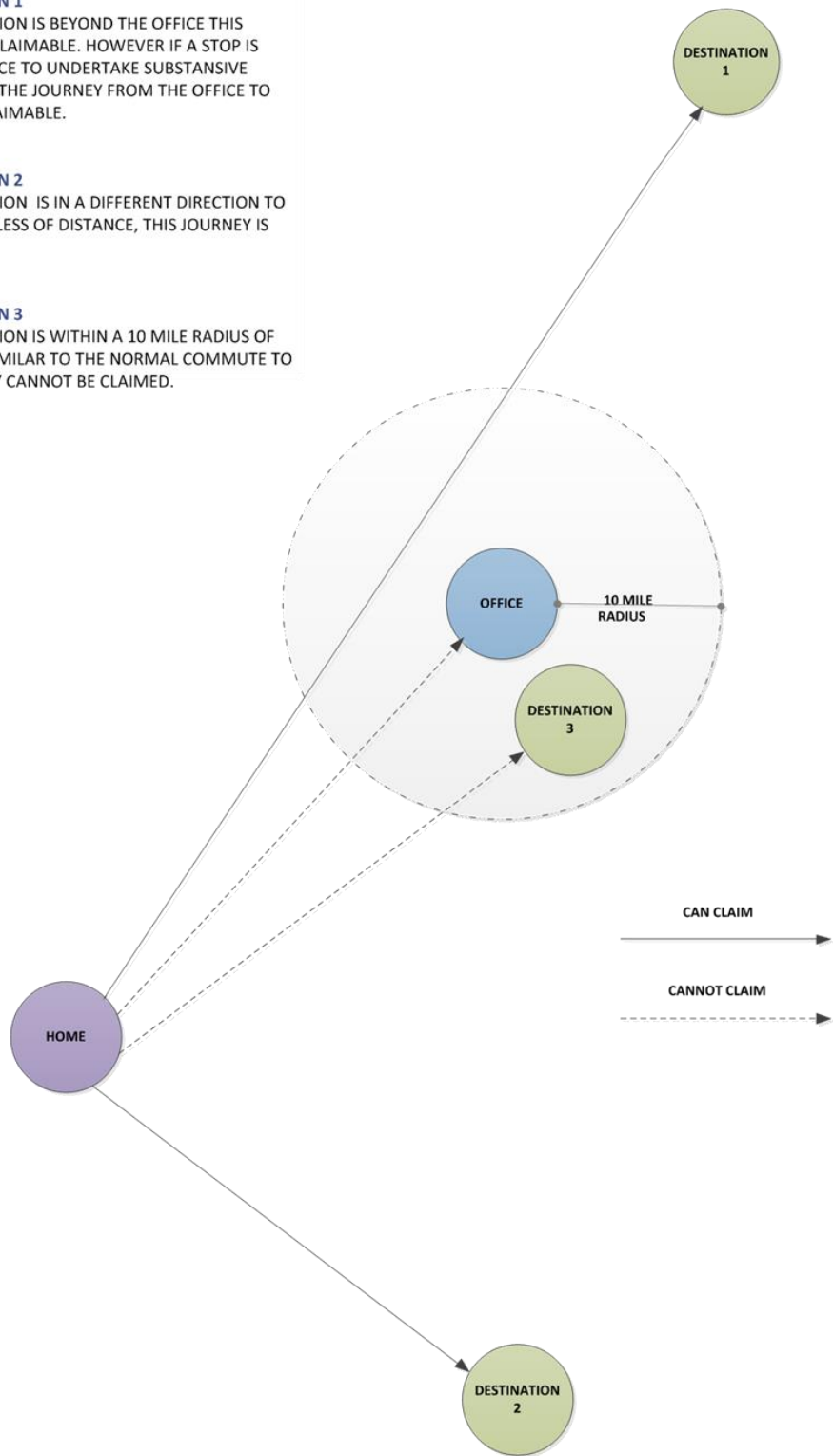
IF THE END DESTINATION IS BEYOND THE OFFICE THIS WHOLE JOURNEY IS CLAIMABLE. HOWEVER IF A STOP IS MADE INTO THE OFFICE TO UNDERTAKE SUBSTANSIVE DUTIES THERE, ONLY THE JOURNEY FROM THE OFFICE TO DESTINATION 1 IS CLAIMABLE.

HOME – DESTINATION 2

IF THE END DESTINATION IS IN A DIFFERENT DIRECTION TO THE OFFICE, REGARDLESS OF DISTANCE, THIS JOURNEY IS CLAIMABLE.

HOME – DESTINATION 3

IF THE END DESTINATION IS WITHIN A 10 MILE RADIUS OF THE OFFICE AND IS SIMILAR TO THE NORMAL COMMUTE TO WORK, THIS JOURNEY CANNOT BE CLAIMED.



Appendix B: Policy Administration

Policy approval/review dates

Finance:	March 2019
DG Corporate Services:	January 2019
Union representative:	Pending (provided 10 December 2018)
UK SBS:	December 2018
Shared Services:	December 2018
Security:	December 2018
People and Operations Committee:	16 January 2019
Policy owned by:	Financial Reporting and Control Team
Policy review date:	At least annually
Date policy in effect	28 January 2019

Support for this policy can be sought through contacting UK SBS by email: travel.queries@uksbs.co.uk or by phone: 01642 366114.