



Leading learning and skills

## **Schedule 2**

### **Financial Volume and Data**

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## **Schedule 2**

### **Finance, Volume and Data.**

#### **1 Contract Details**

- 1.1 THE CONTRACTOR shall deliver the Services specified in Schedule 1 of this Contract and subject to the terms and conditions of the Contract as detailed and in accordance with THE COUNCIL'S Funding Requirements.

#### **2 Funding, Activity and Payment Profiles**

- 2.1 THE COUNCIL agrees to pay to THE CONTRACTOR the amounts set out in Clause 2.1 of this Schedule 1 on condition that THE CONTRACTOR delivers the Services in accordance with the terms and conditions of the Contract provided that provided that THE CONTRACTOR is not assessed as being at serious risk of failure to deliver the Services under this contract by THE COUNCIL following any review of the quality of the Services.
- 2.2 Payments will be made in accordance with the payment profiles set out in the Regional Delivery Profiles for the Learning Programmes which have been agreed at Schedule 1 Appendix 1.

*[or where payment on actuals ]*

Invoices will be paid monthly in arrears against actual costs incurred. To ensure these payments, THE COUNCIL must receive invoices no later than 10 working days after the period end. The period end being the last day of the calendar month.

#### **3 Monthly Returns**

- 3.1 THE CONTRACTOR must supply to THE COUNCIL data on each individual Learner, in accordance with the Funding Requirements as amended or updated from time to time and available on THE COUNCIL'S official web site, at no later than the 10<sup>th</sup> working day after the end of the month.

*[Clauses 4 and 5 where payment on profile]*

#### **4 Review of Contractual Performance and Reconciliation of Contracts**

- 4.1 Profile payments will be reconciled to cash earned by actual delivery of the Services or the period to the timetable published in the Funding Requirements.
- 4.2 Where THE CONTRACTOR'S actual delivery will result or has already resulted in an overpayment to THE CONTRACTOR by THE COUNCIL, THE COUNCIL will withhold from, or deduct the amount owed from, payments due to THE

CONTRACTOR under the Contract for current or subsequent months or years accordingly.

- 4.3 Where THE CONTRACTOR'S actual delivery has resulted in an underpayment to THE CONTRACTOR by THE COUNCIL, THE COUNCIL will adjust the amount due to THE CONTRACTOR accordingly. This adjustment shall not exceed the overall maximum value set out in clause 1.2 of this Schedule.
- 4.4 Should there be an under or over payment to THE CONTRACTOR THE COUNCIL'S Contract Manager may at their absolute discretion require a contract variation.

## **5 Final Reconciliation**

- 5.1 A Contract review will take place at the end of the period of this contract in respect of the Services specified in Schedule 1 of this Contract. THE COUNCIL will notify THE CONTRACTOR of the actual amount of money, which has been earned against the Services delivered and compare this to the total profile payments made and to the overall maximum value specified in clause 1.2 above. At this stage final cash reconciliation will take place. Any overpayment made to THE CONTRACTOR by THE COUNCIL will be repayable within 30 days of receiving an invoice. THE COUNCIL reserves the right to reduce future payments to recover any overpayments. THE COUNCIL will pay any outstanding monies owed, up to the overall maximum value specified in clause 2.1 of Schedule 1, within 30 days of receipt of an invoice from THE CONTRACTOR.

## **6 Payment Process**

- 6.1 All payments by THE COUNCIL will be made via BACS, and will be made within six working days of the end of each month.
- 6.2 THE COUNCIL is generally unable to recover any Value Added Tax charged. The maximum sum payable under this contract, as set out in paragraph 2.1 of Schedule 1 includes the cost of the service and any other VAT or taxes to be charged, where they apply.
- 6.3 Under the provision of Item 5A to Group 6 of Schedule 9 of the VAT Act 1994, the supply of education or vocational training funded by THE COUNCIL, and the supply by the person providing that education or vocational training, of any good or services essential to that provision, is considered to be an exempt supply for VAT purposes."

## **7 Evidence**

- 7.1 The evidence requirements in respect of each Learning Programme are set out in the Funding Requirements and THE CONTRACTOR must retain such evidence for inspection on demand.

