



Department  
for Culture  
Media & Sport

***CONTRACT FOR SERVICES: EXECUTIVE SEARCH SERVICES FOR  
RECRUITMENT OF BBC TRUST CHAIR***

# CONTRACT FOR EXECUTIVE SEARCH SERVICES FOR RECRUITMENT OF BBC TRUST CHAIR

THIS CONTRACT IS DATED 24 May 2014

## Parties

1) The Secretary of State for Culture, Media and Sport whose Head Office is at 100 Parliament Street | London SW1A 2BQ (“the Department”); and

2) Saxton Bampfylde whose registered office is at 35 Old Queen Street, London, SW1H 9JA (“the Contractor”)

## Recitals

The Contractor has agreed to provide Executive Search services on the terms and conditions set out in this Contract.

The Department's reference number for this Contract is 100522

## **1** Interpretation

1.1 In this Contract the following words shall mean:-

“the Contract Manager”

s40

or such other person as the Department may notify the Contractor from time to time

“the Contractors Contract Manager

s40

or such other person as the Contractor may notify the Department from time to time

“Confidential Information”

means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information

which may be regarded as the confidential information of the disclosing party.

"Contracting Department"	any contracting Department as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Crown"	means Queen Elizabeth II and any successor
"Crown Body"	any department, office or agency of the Crown;
"Department's Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Property"	means the property, other than real property, issued or made available to the Contractor by the Department in connection with the Contract.
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to

"the Services"" Government Information, FOIA or the Environmental Information Regulations; the services to be performed by the Contractor as described in Schedule 1;

"Working Day" any day other than a Saturday, Sunday or public holiday in England and Wales.

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

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

## **2 Commencement and Term**

The Contractor shall commence the Services on the 23 May 2014 as the commencement date, and, subject to Clause 10.1, shall complete the Services on or before the 31 October 2014 as the completion date.

## **3 Contractor's Obligations**

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

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

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

## **4 Department's Obligations**

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

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

5.1 The Department shall notify the Contractor of any material change to the Department's requirement under this Contract.

**5.2** The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the Department provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes, the amount of such additional costs to be agreed between the parties in writing.

## **6 Management**

**6.1** The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.

**6.2** The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

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

**7.1** Where (in accordance with the provisions of Clause 17 below) the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

**7.2** The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services.

**7.3** The Contractor shall immediately notify the Department if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.

**7.4** The Contractor, its employees and sub-contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.

**7.5** The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with the Department's reasonable security requirements as required from time to time.

## **8 Copyright**

Copyright in all reports and other documents and materials arising out of the performance by the Contractor of their duties under this Contract are to be assigned, and are hereby assigned, to and shall vest in the Crown absolutely. This condition shall apply during the continuance of this Contract and after its termination howsoever arising.

## **9 Warranty and Indemnity**

- 9.1** The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.
- 9.2** Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract then the Department shall be entitled, where appropriate to:
- 9.2.1** require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the Department; or
- 9.2.2** assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.
- 9.3** The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the provision of the Services.
- 9.4** The Contractor shall be liable for and shall indemnify the Department against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor.
- 9.5** All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.6** The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in

respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

## **10 Termination**

- 10.1** This Contract may be terminated by the Department giving to the Contractor at least seven (7) days' notice in writing.
- 10.2** In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.
- 10.3** In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
- 10.4** This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:-
- 10.4.1** the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or
- 10.4.2** a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
- 10.4.3** the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
- 10.4.4** the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
- 10.4.5** there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Department in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.
- 10.4.6** the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct
- 10.4.7** the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct

in the course of the business;

- 10.4.8** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;
  - 10.4.9** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes;
  - 10.4.10** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Department in or pursuant to this Contract.
- 10.5** Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

## **11 Status of Contractor**

- 11.1** In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Department.
- 11.2** The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Department.

## **12 Confidentiality**

- 12.1** Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
  - 12.1.1** treat the other party's Confidential Information as confidential and safeguard it accordingly; and
  - 12.1.2** not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 12.2** Clause 12 shall not apply to the extent that:
  - 12.2.1** such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to Clause 13 (Freedom of Information);
  - 12.2.2** such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;



- 12.2.3** such information was obtained from a third party without obligation of confidentiality;
- 12.2.4** such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- 12.2.5** it is independently developed without access to the other party's Confidential Information.
- 12.3** The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 12.4** The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.
- 12.5** The Contractor shall ensure that its employees and professional advisors and consultants sign a confidentiality undertaking before commencing work in connection with the Contract.
- 12.6** Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:
- 12.6.1** to any Crown Body or any other Contracting Department. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Department;
- 12.6.2** to any consultant, contractor or other person engaged by the Department or any person conducting an Office of Government Commerce gateway review;
- 12.6.3** for the purpose of the examination and certification of the Department's accounts; or
- 12.6.4** for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Department has used its resources.
- 12.7** The Department shall use all reasonable endeavours to ensure that any government department, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of the Department's obligations of confidentiality.

- 12.8** Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 12.9** The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 12.10** Subject to Clause 12.9, the Contractor hereby gives consent for the Department to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 12.11** The Department may consult with the Contractor to inform its decision regarding any redactions but the Department shall have the final decision in its absolute discretion.
- 12.12** The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

**13** **Freedom of Information**

- 13.1** The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information disclosure obligations.
- 13.2** The Contractor shall and shall procure that its Sub-contractors shall:
- 13.2.1 transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
- 13.2.2 provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and
- 13.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 13.3** The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other

agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

- 13.4** In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.
- 13.5** The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:

13.5.1 in certain circumstances without consulting the Contractor; or

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

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

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

#### **14 Access and Information**

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

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

- 15.1** The Contractor shall, at no cost to the Department, promptly provide such assistance and comply with such timetable as the Department may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The Department shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.

- 15.2** Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.

**15.3** The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Department to ensure an orderly transfer of responsibility.

**16** **Amendment and variation**

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

**17** **Assignment and Sub-contracting**

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

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

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

**19** **Waiver**

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

**20** **Notices**

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

**21** **Dispute resolution**

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

**21.2** Any dispute not capable of resolution by the parties in accordance with the

terms of Clause 21 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

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

**22** **Recycled Paper**

The Contractor shall ensure that all paper used in the production of reports, documents and other materials arising out of the performance by the Contractor of their duties under this Contract consists of a minimum of 60% recycled content of which 75% is post-consumer waste.

**23** **Discrimination**

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

- 23.2** The Contractor shall take all reasonable steps to secure the observance of Clause 23.1 by all employees and agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

**24** **Law and Jurisdiction**

This Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.

As witness the hands of the parties

Authorised to sign for and on behalf of the Secretary of State for Culture, Media and Sport

Authorised to sign for and on behalf of Saxton Bampfylde

Signature

s40

Signature

s40

Name in CAPITALS

s40

Name in CAPITALS

s40

Position in Organisation

*PROCUREMENT MANAGER*

Position in Organisation

*DIRECTOR*

**Department for Culture, Media & Sport  
100 Parliament Street  
London  
SW1A 2BQ**

**Saxton Bampfylde  
35 Old Queen Street  
London  
SW1H 9JA**

24 May 2014

Date

*28/5/2014*

## Schedule 1 – The Services

The BBC is a public corporation established under Royal Charter. The Charter sets out the ways in which the BBC should continue to thrive and adapt to new challenges in the changing environment. The BBC Trust is the sovereign body of the BBC, responsible for setting its strategic direction and editorial standards. It has a line of accountability directly to licence fee payers.

The Charter states that the BBC's main activity should be the promotion of its six Public Purposes:

- Sustaining citizenship and civil society.
- Promoting education and learning.
- Stimulating creativity and cultural excellence.
- Representing the UK, its nations, regions and communities.
- Bringing the UK to the world and the world to the UK.
- In promoting its other purposes, helping to deliver to the public the benefit of emerging communications technologies and services.

The BBC comprises two separate bodies - the BBC Trust and the Executive Board. The BBC Trust is the sovereign body of the BBC and it has a line of accountability directly to licence fee payers. This is reinforced by clear separation between the Trust and the Executive Board and an obligation to openness and transparency.

The Trust puts licence fee payers in the driving seat, ensuring the BBC's accountability. It is responsible for making certain that the BBC operates in the public interest to deliver high quality and distinctive programmes and output and Trust members need to be able to understand and represent the interests of licence fee payers.

The Trust oversees the Executive Board, which is tasked with running the BBC's services. There is a clear separation of responsibilities between the Trust and Executive Board. Although the Trust is the sovereign body of the BBC – its word will be final – the Charter and Agreement prevent it from encroaching into the Executive's responsibilities: this is critical to maintaining the objectivity required to generate public confidence. The Trust is led by the Chairman and has 11 other members including the Vice-Chairman.

Following the resignation of Lord Patten, we intend to seek appointment of a Chairman soon. We are seeking consultants to:

- Undertake the search for prospective candidates, submit suggestions to DCMS and approach candidates to make an application where appropriate.
- To provide a suitable venue for interviewing shortlisted candidates.
- To undertake the associated administration and liaison with the candidates, up to the point that a candidate is appointed.

The final specification for the Chairman role will be available to the successful

contractor once this has been confirmed. For reference, the specification for the previous appointment is attached.

### **Proposed Outputs and Timescales**

It is intended that the recruitment of the Chair should be undertaken according to the requirements of DCMS and consistent with OCPA guidance for public appointments. This is a high-profile and demanding role and DCMS will expect to see a broad and deep field of candidates with a range of professional and personal backgrounds.

The attention of prospective bidders is drawn to the tight timescales for delivery; while these are not set in stone, the ability to mobilise quickly will be an important factor in selection.



## Schedule 2 – Payment

- 1 The Contractor shall maintain full and accurate accounts for the Service. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 2 The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.
- 3 The overall price for the provision of the Services shall be £30,000 plus VAT. A series of three invoices shall be prepared by the Contractor on each agreed stage of completion of the Service.
  - 25% on appointment of Executive Search Agency
  - 25% on agreement of shortlist
  - 50% on appointment of BBC Trust Chair

The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.

- 4 The Department shall not be obliged to pay for the Services until the Contractor has carried out all the elements of the Service specified as in Schedule 1 to the reasonable satisfaction of the Department. The Department shall provide the Contractor with written confirmation (not to be unreasonably withheld or delayed) that the Services have been fully and satisfactorily provided as soon as practicable thereafter.
- 5 The Contractor shall send the invoice within 30 days of the provision by the Department of written confirmation in accordance with paragraph 4 above, to **dcmsinvoices@liberata.com**, quoting the Contract reference number. The Department shall pay the invoice within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered

to the nominated address. If any problems arise contact the Department's Contract Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by an incomplete or illegible invoice.

- 6** If this Contract is terminated by the Department due to the Contractor's insolvency or default at any time before completion of the Service, the Department shall only be liable to pay for such work as is delivered before the date of termination, the value of such work to be assessed by the Department, acting reasonably, on a proportional basis.
- 7** It shall be the responsibility of the Contractor to ensure that the invoice covers all outstanding expenditure for which reimbursement may be claimed. On payment of the invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.