



Subcontracting, fees, and charges Policy 2023/2024

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Colin Wadsworth

Chair of trustees

Step into Learning

Kelly Channon

Executive Director Business Services

Step into Learning

(Responsibility as Chief Financial Officer)

Subcontractors will be asked to read this policy and sign a declaration to state they have read and fully understood before the delivery agreement is issued. The most up to date policy will always be available on our website.

We subcontract our provision to third party organisations as our employees have the knowledge, skills, and experience to manage the 10 key ESFA subcontracting standards.

1. pre award activities
2. Contract award and management
3. People
4. Administration
5. Managing relationships
6. Managing performance
7. Payment and incentive
8. Risk management
9. Contract development and or/termination
10. Provider development

1.Purpose

We will use this document to define the basis on which any subcontracting arrangements will be managed. The management of subcontractors will be based upon subcontracting rules for ESFA funded post 16 funding and subcontracting standards. We will also take into consideration the subcontractors' ability to deliver ESFA priorities, at quality and learner satisfaction levels that create minimal risk to public funds.

1.1 Subcontracting purpose and reason for subcontracting

Our purpose for subcontracting educational provision is to provide young people in Devon and Cornwall with the opportunity to develop as individuals by delivering high-quality person-centred education and enhancing the quality of our learner offer. Our subcontract delivery is not used to meet short-term funding objectives. We expect our subcontractors to meet one or more of the following:

1. enhance the opportunities available to young people.
2. fill gaps in niche or expert provision, or provide better access to training facilities
3. support better geographical access for learners
4. support an entry point for disadvantaged groups
5. support individuals who share protected characteristics, where there might otherwise be gaps

2.Procurement process

We select our subcontractors fairly, transparently and without discrimination Ensuring the subcontractor has sufficient capacity, capability, quality, and business standing to deliver the provision through a subcontractor contract.

Our procurement process:

We will provide a notice on the website detailing any potential subcontracting opportunities

and providing a deadline for applications. Potential subcontractors will submit to us an initial expression of interest. We take the necessary steps to verify any actual or perceived conflicts of interest in a potential subcontractor and eliminate such subcontractors from the process. This is a fully supported process to enable new subcontractors to make the transition to mainstream funding. Potential subcontractors' information will be assessed by senior managers and then taken to the next Trustee meeting for discussion and decision. Permission will also be sort from the ESFA to expand our whole programmed delivery provision by a new subcontractor. Potential subcontractors will be notified of the outcome. This can take up to twelve weeks from the original application. We will always give feedback on applications. We will also offer to help develop the organisational capacity of the unsuccessful potential subcontractor, to enable future potential offers of subcontracts from us or other providers.

3. Due Diligence

Those successful with their application will progress through to the second part of the due diligence process and, subject to satisfactory completion, may be offered a contract. Subcontractors will supply us with all relevant information requested. These checks are to ensure the subcontractor is a legally, financially, and educationally sound organisation, prior to any contract being signed. Subcontractors may be subject to the additional high risk due diligence checks should their total subcontract amount to £100,000 in total with one or more subcontracting contracts.

All our awarded contracts are managed by staff within our organisation who have clearly defined roles that have been agreed as part of the overall subcontracting consideration. It is not acceptable for any of our staff or trustees with a direct or indirect financial interest in the contracted subcontractor to undertake any management control activities. This includes signing time sheets or invoices, as well as organising and/or carrying out monitoring activity or visits to check the subcontractor delivery.

4. Contract Monitoring

We are responsible for the actions of our subcontractors connected to, or arising out of, the delivery of the services. If a subcontractor fails to deliver, we are responsible for making alternative arrangements for the delivery of education and training, protecting the audit trail, and/or repaying ESFA funding. Throughout the year we manage and monitor all subcontractors to ensure that high quality delivery is taking place that meets the requirements of the contract entered with us for the provision of ESFA funded delivery. This is done via desk-top spot checks on the data and a substantial programme of quality assurance checks on the education and training provided by subcontractors including spot checks and face to face interviews with staff and learners. These quality assurance and desktop spot checks will include but not be limited to:

1. verifying that learner exist and meet the eligibility criteria for ESFA Funding.
2. Involve direct observation of initial guidance, assessment and delivery of learning

programmes, training and/or direct observation of assessment.

3. Ensure safeguarding is rigorously policed. This will need to be evidenced through our internal safeguarding and prevent system CPOMS which is monitored constantly.
4. Any outcomes to be actions from our assurance checks will be consistent with our expectations and recorded on the subcontractor's records.
5. Prevent duty it requires subcontractors to have due regard to the need to prevent people from being drawn into terrorism. All subcontractors must comply with relevant legislation and any statutory responsibilities associated with the delivery of education and safeguarding of students. This will need to be evidenced through our internal safeguarding and prevent system CPOMS which is monitored constantly.

Post-quality assurance or audit action plans will be produced where necessary, and subcontractors will be supported through training and mentoring to achieve the aims set out in these action plans. Subcontractors who consistently fail to attend training or engage in the mentoring scheme will be penalised.

5.Subcontracting fees and charges

Subcontracting fees and charges.

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The assigned contract manager Kelly Channon has detailed knowledge of the contract and other relevant issues, such as requirements in line with ESFA contract and funding rules and current subcontractor performance. Kelly has the appropriate skills (both specific contract management skills and more general commercial awareness and expertise), with access to relevant training and development. Our experienced staff are utilised on key contracts.

Contractual procedural obligations to the subcontractors are itemised in the table below. These specific costs are all reasonable and proportionate to the delivery of the subcontracted teaching and learning. The charges below give details as to how the costs all contribute to delivering high-quality training. The subcontracting policy is published on our website www.stepintolearningcic.org.uk. Our management charge is a standard rate of 20% individually on young people element 1 contracts. Up to 5% individually on young people element 2, depending on support required.

<p>The costing below does not specifically individualise which member of staff carries out the function, but it does identify the lead employee. However, we have considered the cost of contract management activities and care has been taken to create costings that identify all the procedures and risk management we carry out in managing these contracts to the ESFA subcontracting standards.</p>			
<p>Contract Value Element 1</p>			
<p>Management Charge at 20%</p>			
<p>Function</p>		<p>%</p>	<p>Amount £</p>
1.	<p>We manage and administrate the MIS functions for the subcontractor learners, including submitting error free monthly returns to the ESFA. We will manage the external ESFA audits and do our utmost to ensure the subcontractors are compliant to gain a satisfactory verdict.</p>	39%	£
<p>This service is led by Kelly Channon who has overall responsibility for MIS staff. This is a highly technical procedure that requires an extensive knowledge of both MIS systems and funding methodology. It is an auditable function, which therefore, requires minimal errors. The cost of this to the consortium represents 39% of the management budget, it is self-evidently of the highest priority.</p>			
2.	<p>We re-create and simplify ILR paperwork to allow all subcontractor learners to be able to understand and complete the forms without error. We will create and issue guidance each year how to complete the forms along with any highlighted changes. This is managed by us to make sure subcontractors are always compliant with ESFA, external auditors and Awarding Organisation requirements.</p>	5%	£
<p>This service is led by Kelly Channon who has overall responsibility for MIS staff. This will assist in paperwork with minimal errors. All paperwork is verified before entering onto the MIS, feedback, and extra training if applicable will be offered to Consortium Subcontractors on paperwork procedures.</p>			
3.	<p>We administer and manage the subcontractors' achievements, learner voice, distance travelled and destinations. This produces a performance report which is supplied to the subcontractors to help with the completion of their SAR. The report is also used to analyse effectiveness of delivery and can monitor the performance of individual tutors.</p>	2%	£
<p>This service is led by Kelly Channon who has overall responsibility for MIS staff. The time required to process the subcontractor's data for achievements, learner voice and destinations for the academic year. This data has multiple uses and is incredibly effective.</p>			
4.	<p>We will produce valid MIS spreadsheet reports to the subcontractors monthly. This will allow the subcontractors to monitor their contractual spend with us.</p>	2%	£

<p>This service is led by Kelly Channon who has overall responsibility for MIS staff. Providing essential data to the subcontractors. This report enables the subcontractors to check the data and payments, to ensure they agree correct monthly payments are being made and their contractual "spend" is on target.</p>			
5.	We will ensure that data entries optimise the subcontractors' potential drawdown.	1%	£
<p>This service is led by Kelly Channon who has overall responsibility for MIS staff. Proportionate time required to provide advice and guidance to subcontractors.</p>			
6.	We will contact the subcontractors monthly to discuss their contract targets against their actual spend and renegotiate, if necessary, to prevent any undue pressures. Clawbacks for under delivery or other reasons will be actioned.	1%	£
<p>This service is led by Kelly Channon who has overall responsibility for contracts. Assisting the subcontractors plan delivery and to ensure they meet contractual requirements. The service cost is based on the time factor for the full academic year.</p>			
7.	We will carry out face to face and desktop spot-checks through the academic year on the subcontractor's delivery and processes. We will lead an investigation, if there is any evidence of a subcontractors irregular financial or delivery activity. We will report the outcome of the investigation, in writing, to the ESFA within 10 days of the end of the investigation.	3%	
<p>This service is a statutory contractual requirement, which will be carried out at various times throughout the academic year by Kelly Channon, Sharon Sproull and Jan Kelly.</p>			
8.	We will carry out a regular and substantial programme of quality assurance checks on the education and training provided by subcontractors. The programme will cover whether the learners exist and are eligible, and involve direct observation of initial guidance, assessment, and delivery of learning programmes. We will provide the Subcontractors with a report highlighting strengths and identify areas for improvement, which will be actioned and followed up. We will manage the OFSTED audits and do our utmost to ensure the minimum standard of good is achieved.	39%	£
<p>This service is led by Jan Kelly and Sharon Sproull who have overall responsibility for ensuring that subcontractors quality of teaching, learning and processes are at the highest level, conforming to ESFA and Ofsted requirements. This service can only be achieved by ensuring the quality staff have sufficient time and resources available to the subcontractors. The cost of this service is 39% of the management budget and is critical to maintaining quality.</p>			
9.	We will use reasonable endeavours to assist or draw the attention of the subcontractors, opportunities for restructuring the curriculum and other relevant	5%	£

	modifications to facilitate and maximise the benefits to the learner (wherever practicably and statutorily possible) and deem to be offering good value for money for the ESFA. This is to ensure ESFA maximum benefit from public funding.		
This service is led by Jan Kelly and Sharon Sproull who have overall responsibility for ensuring that the subcontractors meet the local needs of their communities and businesses within their geographical area. Giving guidance and training if applicable on curriculum and quality. The service cost ensures maximisation of funding representing the best opportunities for learners.			
10.	We will provide quality assurance support to subcontractors requiring improvement and support external quality assurance.	1%	£
This service is led by Jan Kelly who has overall responsibility for providing support to the subcontractors requiring improvement and supporting external quality assurance visits to ensure that a minimum of good is maintained across the subcontractors.			
11.	We will provide online, and classroom based CPD for the Consortium Subcontractors.	2%	£
This service is led by Jan Kelly and Sharon Sproull who have overall responsibility for the continual development of subcontractors. We provide new online CPD and classroom-based CPD. The service cost is the time required to develop, install, and monitor resources.			
Total:		100%	£

Contract Value Element 2		
Management Charge at 5%		
Function	%	Amount £
1. We will support managing the EHCP processes for learners with SEND within the local authorities and collaborate with key stakeholders to support the transition of learners into and out of training	100%	£
This service is led by Kelly Channon who has overall responsibility for MIS staff. This will assist in supporting subcontractors in the complex processes of EHCP and new SEND funding standards. Attend review meetings. Chase local authorities for payments and paperwork. Check all EHCP before being sent to local authorities. Help maximise the funding opportunity of each person.		

6. Administration

All signed subcontracting contracts will be stored on our company SharePoint and easily accessible when required.

7. Payment, incentives, and penalties - August 2023-July 2024

The three key submission for your MVC contract and growth incentive.

1. **R04 (submitted December)** – considers all enrolments of a start date before or on 01/11/2023.
2. **R06 (submitted February)** – considers all enrolments of start dates before or on 01/01/2024. This is also the first key point ESFA decide on possible growth, the overall ESFA contract must have reached 100%.
3. **R10 (submitted June)** - considers all enrolments of start dates before or on 01/01/2024. This is also the second key point ESFA decide on possible growth, the overall contract must have reached 100% and additional enrolments are on the MIS evidencing the growth.

We have sufficient processes and procedures in place to effectively monitor the financial payments in relation to our subcontracted provision. Our payment mechanisms are documented and are clear and will be well understood by all subcontractors and staff. The costs of the services delivered, and contract management costs are mapped against budgets and allocated appropriately.

Learner enrolments will be processed on the MIS according to start and end dates. Whatever the enrolment monetary total the subcontractors have registered on the MIS, relevant to that current calendar month will be added to an accumulative total for the subcontractors and we will make a payment balanced to the payments we receive from the ESFA. Payment dates will be on or around the 21st of each month. The subcontractors will receive a monthly remittance from us along with the exact date on which the payment will be cleared in their bank.

We will make payments to the subcontractors based on the following principles:

1. We will retain 20% from the monthly total.
2. Any outstanding amounts for qualification enrolment fees owed to us will be deducted before transfer of funds.
3. We reserve the right to delay or withhold payments, if the subcontractors have greater than 20% of their registered learners who have passed their end dates by more than two calendar months, and we have not either received the achievement certificate or the learner evidence to internally verify.
4. We reserve the right to delay or withhold payments, to the subcontractors if the level of quality of the supporting evidence (enrolments, delivery planning), teaching or Minimum Standards of Performance (required by ESFA) are not of the standard required by SIL.
5. The price per learner will be calculated by entry onto the MIS. Any advance calculation will only estimate the value per learner and therefore is not binding.
6. Payments are not made in advance of evidence to demonstrate learning activity has been undertaken.

No payment will be made to the subcontract against a learner who:

1. Has not been enrolled onto our MIS.

2. Is a person considered under the funding rules to be fully funded by a source other than the ESFA or is being funded more than once for the same programme.
3. A learner where subcontractor has failed to notify us of any relevant attendance or achievement within the timeframe listed in the contract.
4. We will not be under any obligation to make payment to the subcontractors in respect of monies over and above any upper limit of their MCV (Maximum Contract Value) unless the growth of their contract has been paid by the ESFA at their reviews R06 and R10.
5. If we pay the price to the subcontractor for any learner who is subsequently found to be not eligible for funding by the ESFA or our internal audits, we will be entitled to be fully refunded by the subcontractor. At our discretion such a refund will either be payable within 30 days of notice by our invoice, or it may be deducted from the amount payable for the subsequent payment period.

Incentive

Interim growth payments in March 2024 will be made by the ESFA to us if the full contract allowance has been fully allocated to learners. This is dependent on our all our subcontractors getting their full allocation recorded onto the MIS by R06 (01/01/2024).

If this is achieved, 50% of the interim reconciliation value (subject to tolerance and the cap) according to the ILR R06 data return will be paid to the subcontractor.

ESFA will repeat the process with the ILR R10 return (01/05/24), and any outstanding balance of the initial 50% will be paid in July/August 2024 (again subject tolerance and the cap).

Any outstanding growth payments will be made after receipt of the ILR R14 (31/10/24). All growth payments are subject to affordability and will be settled around December 2024.

All growth payments for element 1 and 2 will be subject to our management fees.

Penalties

Subcontractors falling behind accumulative contract profiles will be subject to the following actions.

Quarter	Point 1	Point 2	Point 3
Month	01/11/23	01/01/24	01/05/24
Target of overall MCV	32.72%	67.5%	82.48%
Action to adjust for underperformance to date and to adjust the future MCV	<p>We will reduce the subcontractor's MCV where it fails to deliver within the published tolerances. The reduction applied will reflect some or all the value of under-delivery to date and reduce the future profile of the associated under-delivery by 10%.</p> <p>The assumption is that we will only override the above tolerances in exceptional circumstances. We will use the subcontractor's historic track record to establish whether the profile fits its required recruitment pattern.</p>		

Where performance falls below the standard required, subcontractors will be issued with a Notice to Improve. Support will be provided to help subcontractors develop and enhance the quality of their delivery. If a subcontractor fails to make the necessary improvements

within the agreed timescales, it may be necessary to implement contract termination procedures.

8. Quality Assurance

All programs of learning should include an initial and diagnostic assessment process that enables learners and staff to identify what they want to achieve from the course. This process should ensure that:

1. Learners have the necessary aptitudes, attributes, and abilities to help them successfully complete the courses for which they are applying.
2. Any learning support needs are accurately identified.
3. Learners have the information they need to help them make well-informed judgements about the relevance of their courses to their short- and longer-term employment and learning goals.
4. Subcontractors must have access to appropriate learner support arrangements. Where appropriate the assessment should also gather necessary information about health and medical records, previous relevant experience, depending on the nature of the course itself and specifically where the nature of the course presents significant health and safety issues. Our health & safety policy and risk assessments must be adhered to.
5. Subcontractors must maintain learner progress records at an appropriate level of detail, in relation to the context and length of the course or program.
6. Requirements in relation to observation of teaching and learning are defined in our observation, teaching and learning assessment policy. Teaching observations will be planned and undertaken throughout the academic year by the quality assurance team led by Jan Kelly. We will support and work with any subcontractors who have been deemed as inadequate or need an improvement grade.
7. Subcontractors must ensure that appropriate staff attend our share best practice events and any training organised by the quality assurance team. These events are led from issues identified in quality or compliance post-audit action plans.

Improving provider performance and capability is key to developing the relationship with subcontractors. We ensure:

1. Processes in place that clearly set out how our development activities will be planned, managed, and governed.
2. Clear processes for benefits measurement and capture are in place to ensure that development is focused on continuous improvement and achieving value.
3. We understand what motivates and drives the subcontractor and how development fits with the overall goals.
4. Joint working or shared activities between the 2 parties for the benefit of both us and subcontractor (for example, process improvement, shared training, task forces or joint project teams)
5. Improvement activities relating to wider government initiatives, with input or assistance provided by us (for example, on sustainability, disability employment issues, use of SMEs (Small and Medium Sized Enterprises) and BMEs (Black Minority Ethnic suppliers))

6. Shared risk reduction programmes or activities.
7. Shared management activities to drive performance improvement.

9.Managing Relationships

We have appropriate procedures in place to manage our relationships with subcontractors, we do this by, proactive conversations and/or independent checks undertaken with the subcontractor at least on an annual basis which ensure that:

- a) We have a clear visibility of the roles and responsibilities of staff in the subcontractor contract.
- b) The responsibilities of us and the subcontractor are clear and concise.
- c) We are provided with continuity of key subcontractor staff, where this cannot be achieved, there must be a handover from the staff responsible for the contract.
- d) Regular structured and informal communication routes between us and subcontractor are open and used.
- e) Give clear expectations and an understanding of the contract and the services/ performance to be delivered and provide any updates to the contract if required.
- f) Communications between us, subcontractors, and other stakeholders (users of the contract and others such as technical experts) are effective.
- g) Problem resolution processes are well defined and used and are designed to ensure minor problems do not escalate and cause relationship issues; a 'blame culture' is avoided.

10.Managing Performance

Our processes and procedures in place to effectively manage subcontracted provision:

1. Contract management is well structured; baselines are understood by both parties, and subcontractors understand the service they are required to deliver. We ensure the subcontractor has all the information and contacts needed to deliver the service. (See section 7)
2. A performance management framework is in place when the contract is signed. The framework is comprehensive, objective and provides incentives for the subcontractor to meet or exceed agreed performance standards. (See section 7)
3. Contracts issued are in place and are linked to business needs, understood by the subcontractor, and monitored by us.
4. Subcontractor performance is assessed using clear, objective, and meaningful metrics, linked where appropriate to ESFA's funding rules and/or guidance and Ofsted.
5. Clear processes are in place to handle operational problem resolution and resolve issues as quickly as possible.
6. Regular and routine feedback is given to subcontractors on their performance.
7. There are formal performance reviews with subcontractors, with documented improvement plans agreed where necessary, covering both operational issues and adherence to key contractual requirements, for example, on data security.

11. Health & Safety

Subcontractors must provide details on our request, as to how they ensure that facilities used to deliver learning meet all Health & Safety regulatory and legislative requirements, including where required specific health & safety reports, audits, and risk assessments. This includes all venues including work placements.

12. Information, Advice and Guidance

Subcontractors will be required to demonstrate that they provide information, advice, and guidance (IAG) at an appropriate range of venues, through a range of media and throughout the duration of the program. This will be observed throughout the academic year under quality assurance checks.

13. Facilities and Resources

All facilities and resources used must be "fit for purpose" and comply with all current Health & Safety legislation.

14. Self-Assessment

All subcontractors will be required to undertake a self-assessment process in relation to the Common Inspection Framework and produce a SAR which clearly and specifically identifies and evaluates the courses and programs which they are contracted to deliver. The SAR and resulting action plan must be submitted as specified by Jan Kelly and Kelly Channon.

15. Safeguarding

Subcontractors will be required to have in place safeguarding arrangements which are consistent with the standards expected by us. This will entail having an annually updated Safeguarding Policy and a designated Safeguarding Officer qualified to an appropriate level for each subcontractor and learning venue.

16. Policies and Procedures

Policies required from our subcontractors are:

- GDPR
- Retention
- Sustainability
- Business continuity plan
- Environmental Waste
- Equality & Diversity
- Health & Safety
- Safeguarding
- Prevent
- Anti Bullying
- Digital safety
- Safe Recruitment
- Complaints
- Learner Recruitment
- Learner Support
- Internal Quality Assurance

- Slavery & Human Trafficking

17. Contract development and/or termination

To ensure that changes to the contract or termination are handled appropriately and efficiently we will:

1. Regularly review the subcontract performance and MIS data (with a view to updating where necessary) to ensure it meets evolving business and educational needs.
2. Ensure processes are in place that clearly lay out the governance of contractual change – Sil advisory team will approve what and how it will happen – with a focus on effective and prompt change implementation.
3. Ensure the subcontractors are advised of minor changes and contract variations, with a focus on the cost/effort being proportionate to the importance and value of the change within a timely manner.
4. Ensure there are more rigorous processes to handle major contractual changes, including clear approval mechanisms and accountabilities, and controls to demonstrate that changes offer value for money.
5. We will undertake value for money testing of existing services through benchmarking or other processes.
6. Ensure there are processes to cover the introduction of new services under the contract, including market testing where necessary.
7. Have dispute handling processes in place to address any change related issues.
8. Ensure processes are in place to handle commercial (financial) changes to the contract in a fair and structured manner.
9. Manage price changes fairly and effectively with the use of mechanisms such as benchmarking, competitive tendering (for example, for major additional works), or other techniques such as open book pricing as appropriate, to demonstrate value for money.
10. Should a subcontractor consistently fail to improve any element of its performance which is deemed to be inadequate or requiring improvement, or consistently fails to engage in training or with the quality support systems which are in place, we reserve the right to terminate the contract to protect the learners by written notice to the subcontractor if:
 - a) There is a mutual adverse change in the amount or nature of ESFA funding to us or funding is no longer available in respect of a program.
 - b) There is a material breach by the subcontractor of the terms of their contract or this policy which breach is not capable of remedy.
 - c) There is a material breach by the subcontractor of the terms of this agreement or the contract which is capable of remedy but which is not remedied to the reasonable satisfaction of us within 14 days, after we have given written notice of the breach to the subcontractor requiring it to be remedied (provided that the notice terminating this agreement is given by us within one month after the expiry of the period during which the breach should have remedied);

- d) The Subcontractors proposes or enters an arrangement or composition for the benefits of its creditors or is the subject of any distress execution sequestration or other process levied upon or enforced against any part of the subcontractors' undertaking, property, assets, or revenues.
- e) The subcontractor is the subject of a bankruptcy petition or has a bankruptcy order made against it or is the subject of an application order or appointment under sections 253, 273 or 286 of the Insolvency Act 2006 or is unable to pay or has no reasonable prospect of being able to pay its debts within the meaning of sections 267 and 268 of the Insolvency Act 2006.
- f) The subcontractors (if a company) is the subject of a petition presented, an order made, a resolution passed or analogous proceedings taken for appointing an administrator of or winding up the company (other than for amalgamation or reconstruction of a solvent company) or stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts (within the meaning of section 124 of the Insolvency Act 2006) when they fall due.
- g) The subcontractors are a company and a notice relating to the strike of the company has been published pursuant to section 652 of the Companies Act 2006.
- h) The subcontractor is a company, and an encumbrance takes possession or exercises or attempts to exercise any power of sale, or a receiver is appointed for the undertaking of assets or revenues of the Consortium Subcontractors.

Such termination may take effect either immediately or at the end of the academic year at our discretion. In the latter case this agreement or contract shall remain in full force and effect until the end of the said academic year.

The subcontractor may terminate this agreement or contract by written notice to us if:

1. There is a repudiatory breach by us of the terms of this agreement or contract which breach is not capable of remedy.
2. There is a material breach by us of the terms of this agreement or contract which breach is capable of remedy, but which is not remedied to the reasonable satisfaction of the subcontractor within one month after the subcontractors has given written notice of the breach to us requiring it to be remedied (provided that the notice terminating this agreement is given by the subcontractor within one month after the expiry of the period during which the breach should have remedied);
3. We stop payment or agree to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 2006 when they fall due.

Please ensure the person signing this statement is the person responsible for the subcontracting contract. I confirm I have read and fully understood the subcontracting policy before engaging in a 2023-2024 contract with us and would like to continue to the next stage.

Name:

Job Title:

Organisation:

Signature:

Date: