



Standard Terms and Conditions of Contract for Services

Introduction

This document provides a simplified version of each clause of the LBRO *Terms and Conditions of Contract for Services*. It does not replace those clauses in any way. Any difficulty of interpretation must be resolved by reference to the full *Terms and Conditions*.

1. Definitions and Interpretation

This section defines the names used in the rest of the Terms and Conditions of Contract for Services document. It also explains certain provisions: for example, that a “person” may be a reference to an organisation as well as to an individual.

2. Acts by LBRO

Anything LBRO has to do under the contract can be carried out by anyone authorized by LBRO to do it.

3. Service of Notices and Communications

Any communication between LBRO and its contractor must be in writing and delivered by hand, recorded delivery mail, email or fax. Hand delivery takes effect immediately, email and fax on the following day, and mail two working days from the posting date.

4. Assignment and Sub-contracting

If the Contractor wants to sub-contract all or part of the contract, or to use any self-employed person in the delivery of this contract, he/she must first get LBRO agreement in writing. Whenever a sub-contractor is used, the Contractor must agree in writing to pay the sub-contractor within 30 days of invoice. The Contractor shall ensure appropriate and adequate sub-contracting arrangements and shall hold the sub-contractor responsible for their own actions. No liability shall pass to LBRO in respect of any third party involvement.

5. Entire Agreement

The contract forms the whole agreement between LBRO and contractor. Any previous agreement or understanding is cancelled, but both parties are still liable for any fraudulent statement or claim they made.

6. Waiver

If either party does not exercise any of its rights, it does not mean that there is a waiver of that right. No waiver takes effect unless it is communicated to the other party in writing. A waiver of any right arising from a breach of the contract does not form a waiver of a right arising from a different breach of the contract.

7. Severability

If a court or tribunal rules that any part of the contract, so long as it is not fundamental, is invalid, that does not affect the rest of the contract. If the court should find that a fundamental condition is invalid, then the two parties must immediately begin negotiations to put it right.

8. Confidentiality

The contractor must agree not to disclose confidential information to anyone without LBRO's written consent. The same applies to the contractor's staff, agents and sub-contractors. (However, these rules do not apply to any information which becomes public knowledge, or was in the contractor's possession without restriction before it was received from LBRO, or must be disclosed by law, or was independently developed by the contractor without using confidential information.) The above obligations will still apply after the contract is completed.

In addition, without prior written permission from LBRO, the contractor must not handle or read any document with a Government security classification of "Confidential" or above, except within a Government establishment, or take such a document out of the establishment, or communicate with the media about the contract, or make use of the contract or confidential information except in order to carry out the contracted services.

9. Data Security

In addition to, and notwithstanding anything in the LBRO Standard Terms and Conditions of Contract at Appendix A, the Contractor ({{Insert contractor}}) will observe at all times the following conditions in respect of handling and security of LBRO data:

- Personal computers ("PCs" or "laptops") must not be used outside LBRO premises unless they are issued by LBRO or equipped with acceptable encryption facilities
- Portable memory devices of any type other than those issued by LBRO must not be used
- Electronic communications ("e-mails") containing information labelled Confidential or restricted must not be sent to open personal accounts such as Hotmail
- Information created on LBRO office IT equipment must be saved to network storage and not to a Desktop or local file or folder
- Printed documentation labelled Restricted or Confidential, or that is otherwise sensitive, must not be taken outside LBRO premises
- If any work is carried out on public transport or in a public place, precautions must be taken to ensure that documentation cannot be seen or discussions overheard
- During periods of absence by the Contractor for leave or other reasons, any LBRO-issued laptop or other portable computing equipment must be left at LBRO premises.

10. Freedom of Information

Both contractor and LBRO show mutual recognition of their statutory obligations under the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations SI 2004 (EIR) and co-operate in compliance with these information disclosure requirements. The contractor must respond to any request for information and provide LBRO with any such appropriate information held in its possession within ten working days of an LBRO request; and provide all assistance requested by LBRO to help it respond to a request for information within the timescales in Section 10 of FOIA or Regulation 5 of EIR.

Each party, in respect of any FOIA request received by it, is responsible for determining at its absolute discretion (after consideration) whether any information is considered exempt or whether it is to be disclosed.

The contractor must: acknowledge that LBRO may be obliged under FOIA or EIR to disclose information unless an exemption applies; retain for disclosure all information relating to the contract and allow LBRO to inspect the records; and acknowledge that LBRO may be obliged to disclose information that the contractor might consider confidential or commercially sensitive.

11. Amendments and Variations

No amendment or variation of the terms of contract will be valid unless it has been previously agreed in writing between LBRO and the contractor.

12. Invoices and Payment

The contractor must submit invoices at the times agreed by LBRO in the contract. Each invoice must include the purchase order or contract number, charges, and (if not all of the services have been completed) the relevant part of the charges with breakdown of time worked, part of the services and the relevant time period, plus confirmation that those services covered by the invoice have been fully performed.

After receiving a correctly submitted invoice, LBRO will pay the charges within 30 days of registered receipt. The contractor cannot charge for any services not agreed in the contract, unless the contract has been varied in accordance with Clause 10 above. LBRO may reduce the payment in respect of any service that the contractor has not provided or has failed to provide adequately.

If a contractor believes that payment for a correctly submitted invoice is overdue, he/she must first speak to the named contact. If that does not resolve the problem, the contractor must write to the LBRO Director of Resources, who will ensure that the complaint is dealt with by someone independent of the main contract. For the purpose of calculating the amount of any statutory interest due for late payment, the relevant payment date is 30 days from the day LBRO received the invoice, except when the contractor has not completed the invoiced services, when it is 30 days from completion of the work.

13. Accounts

The contractor must keep full accounts relating to expenditure reimbursed and payments for services made by LBRO. He/she must allow LBRO, its representatives and auditors, access to those records and allow copies to be made, and provide any explanations requested. The contractor must ensure that accounts and records are kept available for six years from the completion of the contract.

14. Recovery of Sums Due

Any sums of money which are due from the contractor may be deducted from sums due to the contractor at the time or under any later agreement with LBRO or another Government Department. Any over-payment by LBRO to the contractor in respect of charges or VAT will be recoverable in the same way.

15. Value Added Tax (VAT)

LBRO will pay the contractor, subject to his/her VAT registration status, the amount of the VAT chargeable on the services in the contract. All invoices or payment requests by the contractor, if he/she is a taxable person, must be in the form of a tax invoice in

accordance with the VAT Regulations 1994. The contractor must provide any information required by LBRO relating to the amount of VAT chargeable on the services.

16. Provision of Services

The contractor must provide the services as specified in the contract to the satisfaction of LBRO, whose decision is final. LBRO can inspect the performance of the services at any reasonable time and place. If LBRO considers that any part of the services is inadequate, not through any fault of LBRO, then the contractor must at his/her expense re-schedule and complete the work in a time set by LBRO.

LBRO can suspend work at any time. If this happens, and it is not due to some fault of the contractor, then LBRO will be responsible for loss incurred by the contractor. The contractor can recover from LBRO only the costs of losses which could have been foreseen by LBRO or result from commitments by the contractor which cannot be met because of the delay and where the contractor cannot obtain a refund. These provisions do not apply if the suspension resulted from circumstances outside LBRO's control.

If the contractor's performance of the contract is delayed by an action of LBRO or by an industrial dispute outside the contractor's organisation, then the contractor will be allowed a reasonable extension of time to complete. Timely provision is essential to the contract, and the contractor must assure that the services will be provided with due care and skill, and in accordance with good industry practice and health and safety requirements. The contractor must reimburse LBRO for any costs incurred by LBRO as a result of delays caused by the contractor.

17. Progress Report

Where formal progress reports are required by the contract, the contractor must supply reports as and when agreed with LBRO. Accepting progress reports does not prejudice LBRO's rights under the contract.

18. Contractor's Personnel

LBRO can refuse entry to any contractor's employee or sub-contractor if LBRO considers them undesirable. At LBRO's request the contractor must provide a list of the names and addresses of all the people who might attend LBRO's offices under the contract, stating what job each carries out. Also at LBRO's request, the contractor must ensure that each person signs a statement to show that they understand that the Official Secrets Acts apply to them. Failure to comply with either of the two requests entitles LBRO to terminate the contract.

The contractor is also responsible for ensuring that all personnel, employed directly or sub-contracted, are competent and qualified for their jobs. LBRO have the right to inspect their qualifications. The contractor must provide a Safety Method Statement and ensure the use of suitable personal protective equipment. All equipment used under the contract must conform to appropriate legislation such as the Electricity at Work Regulations 1989.

19. Indemnities and Insurance

The contractor must indemnify LBRO against any direct liability for death, injury, loss or damage caused by breach of contract or breach of duty by the contractor or his/her agents. He/she is also liable to LBRO for any death, injury, loss or damage caused by his/her breach of contract or that of his/her agents. He/she must provide insurance cover of at least £1 million for all contract risks, and must show LBRO evidence of the policy and current premium.

Nothing in these conditions or in the contract imposes any personal liability on LBRO staff.

The contractor must indemnify LBRO against any actions or liabilities from infringement of any third party's Intellectual Property Rights (IPR) used in the contract, unless the infringement was caused by LBRO. LBRO will indemnify the contractor against infringement of third party IPR used at the request of LBRO during the contract, provided that the infringement was not knowingly caused by the contractor.

Except in cases of death or personal injury, the amount of liability is limited to the lower of £1 million and double the contract value, or any other amount agreed between LBRO and the contractor.

20. Termination for Insolvency or Change of Control

The contractor must immediately notify LBRO in writing when any of the following occurs:

- Where the contractor is an individual, if there is a petition for bankruptcy, or arrangement with creditors, or if he/she enters administration
- Where the contractor is a partnership, if any of the above occurs to one of the partners, or if there is a petition to wind up the contractor as an unregistered company
- Where the contractor is a company or limited-liability partnership (LLP), if the company/LLP enters administration, passes a winding-up resolution, if the court makes an administration or winding-up order or appoints a receiver, or a floating charge is taken on its property
- Where the contractor undergoes a change of control as defined in the Income and Corporation Taxes Act 1998.

When LBRO receives such information it has the right to terminate the contract immediately and without compensation. In the case of change of control, LBRO has three months from receipt of the information in which to exercise the right of termination.

21. Termination for Breach of Contract

If either LBRO or contractor commits a breach of contract which cannot be remedied, or is not remedied within 28 days of notification in writing, then the other may terminate the contract immediately by giving notice in writing.

22. Cancellation

LBRO has the right to terminate all or part of the contract by giving at least 28 days notice in writing. Once notice has been given, LBRO can extend the notice period at any time before the notice expires, subject to agreement on the services to be provided.

23. Dispute Resolution

LBRO and the contractor must try to negotiate a settlement of any contractual dispute. If the parties cannot agree, then the dispute may be referred to mediation. The performance of the contract must not stop or be delayed by the reference to mediation.

If the parties agree to mediation:

- They must within 30 days of the agreement select an advisor or mediator from the OGC's list of dispute resolution providers

- They must within 14 days of the appointment of the mediator meet the advisor in order to agree a programme for the exchange of all relevant information and the structure of negotiations
- All negotiations must be conducted in confidence and without prejudice to anyone's rights
- If the parties reach agreement within 60 days of appointing the mediator (or longer, subject agreement) the settlement will be put in writing and will be binding once signed by LBRO and contractor
- If there is no agreement within 60 days then either party may invite the mediator to produce a non-binding but informative written opinion.

If the parties do not agree to mediation, or fail to reach agreement on choice of mediator, or fail to reach agreement within 60 days of appointment, then the dispute may be referred to the courts.

24. Corrupt Gifts and Payments of Commission

The contractor must not:

- Offer any LBRO employee any gift or inducement for any act in connection with obtaining any contract with LBRO, or for showing favour or disfavour to anyone in connection with any contract with LBRO
- Enter into any contract with LBRO or any Government Department in which commission has been paid or agreed to be paid unless details of that commission have been given to LBRO in writing before the contract is made.

(This does not prevent the contractor from paying commission or bonus to his/her own staff).

If the contractor or any of his/her employees should breach the above conditions, or commit any offence under the Prevention of Corruption Acts 1889-1916, LBRO will be able to terminate the contract and recover from the contractor both the amount of any loss and the value of the gift or commission. The termination will be considered to be a failure to commence the provision of services and LBRO will not be liable to pay any charges.

In the case of any dispute over the interpretation of the above conditions, LBRO's right of termination, or the value of any gift or commission, LBRO's decision will be final and conclusive.

25. Official Secrets

The contractor must take all reasonable steps (for example, by displaying notices) to ensure that all his/her employees are aware that the provisions of the Official Secrets Act 1911 apply to them, and continue to apply after the end of the contract.

26. Special Provisions

If there is any conflict between these conditions and those of the contract, the contract conditions prevail.

27. Conflict of Interest

The contractor must ensure that there is no conflict of interest likely to affect his/her independence or objectivity in carrying out the contract. If he/she becomes aware of any such conflict, he/she must immediately supply LBRO with full details in writing.

If LBRO considers that a reported conflict can be avoided or removed, it can instruct the contractor to take suitable action. If the contractor does not comply, or if LBRO considers that the conflict cannot be removed, LBRO can terminate the contract immediately and recover any loss from the contractor.

If LBRO decides that a conflict which existed when the contract was awarded should have been discovered by the contractor and disclosed in the tender documents, LBRO can terminate the contract immediately and recover any resultant loss from the contractor.

28. Intellectual Property Rights (IPR)

Subject to any pre-existing rights, all IPR other than copyright in reports and documents generated or acquired by the contractor (“contractor materials”) belong to LBRO.

LBRO recognises that the contractor may wish to publish material which makes reference to, or contains material arising from the services, and it is LBRO’s intent not to hinder the normal exchange of information. Any publication is subject to the prior written consent of LBRO whose consent shall not be unreasonably withheld.

If the contractor uses any materials in which there are pre-existing IPR, he/she must acquire for LBRO a licence to use and/or modify the material as it sees fit. The licence must be perpetual, irrevocable and at no cost to LBRO.

LBRO will have sole rights to use any information other than that which is confidential to the contractor, and all documents (including IT and voice recordings) must on request be deposited with LBRO.

(Nothing in this diminishes any Crown copyright, patent rights or IPR which would otherwise vest in the Crown or LBRO).

The contractor must ensure that all licences, fees and royalties for IPR in the contract have been paid and included in the charges. If LBRO repays the contractor the costs of any equipment, the equipment becomes LBRO property and the contractor must deliver it to LBRO. The contractor must keep a full inventory of the equipment and deliver that inventory to LBRO on request at the completion of the services.

29. Rights of Third Parties

The contract is not intended to confer any benefits on anyone not a party to it and therefore the Contracts (Rights of Third Parties) Act 1999 does not apply.

30. Government Property

All government property remains the property of LBRO and must be used in carrying out the contract and not for any other purpose without LBRO consent. All government property is considered to be in good condition when received by the contractor unless he/she notifies LBRO within 14 days.

The contractor must return all government property on completion of the contract or on any earlier request by LBRO. The contractor must (unless there is alternative provision in the contract) compensate LBRO for any loss or damage to government property, except when the loss occurs at LBRO or other government premises and the contractor can show that it was not caused by his/her negligence or default.

31. Data Protection

All references in this section are to the Data Protection Act 1998. The contractor must comply with the Act and not do anything to put LBRO in breach of it. If the contractor has to process any personal data, he/she must process only that which is necessary to fulfil the contract.

The contractor must warrant that he/she has proper measures in place to protect personal data against unlawful processing and loss or damage and undertake to keep those measures in place. He/she must also ensure the reliability of staff dealing with the data. The contractor must allow LBRO access to inspect his/her procedures, and must at LBRO’s request produce a report on the measures he/she has in place to protect personal data processed for LBRO.

The contractor must, at his/her own cost, respond promptly to any request by LBRO for access to personal data needed to allow LBRO to comply with the Act. If the contractor

fails to do that, LBRO can terminate the contract immediately. The contractor must also indemnify LBRO against any claims against LBRO regarding its obligations under the Act (or a foreign equivalent) resulting from the contractor's act or omission.

The contractor must warrant that he/she has submitted, and will keep updated, a notification to the Information Commissioner. No personal data may be sent outside the European Economic Area without LBRO's written permission. When the contract is terminated, the contractor must cease processing any personal data, and must promptly comply with any LBRO request to amend, transfer or delete any personal data held.

Where the contractor has to collect personal data for LBRO, he/she must ensure that he/she issues the data subjects with a data protection notice in a form agreed with LBRO.

32. Non-discrimination

In his/her work under the contract the contractor must not, and must ensure that his/her employees do not, discriminate unlawfully as defined in UK anti-discrimination legislation.

33. Disability Equality Scheme`

The contractor must ensure that he/she and his/her employees comply with the The Equality Act 2010 and the Disability Discrimination Act 1995 (DDA) as amended by the Disability Discrimination Act 2005. If the contract breaches the EA or the DDA, LBRO can terminate the contract immediately by giving notice in writing.

Race Equality Scheme

The contractor must ensure that he/she and his/her employees comply with the Race Relations (Amendment) Act 2000 (RRA). If the contractor breaches the RRA, LBRO can terminate the contract immediately by giving notice in writing.

34. Sustainable Procurement

The contractor must comply with all applicable environmental laws and regulations, and must provide all information requested by LBRO about the environmental impact of his/her services. He/she must also meet all reasonable requests for information about compliance with that requirement.

All written reports should be produced on recycled paper, unless otherwise specified.

35. Other Legislation

The contractor must ensure that he/she and his/her employees comply with all other applicable law.

36. Website Publication

Under the Freedom of Information Act 2000, LBRO, as a public sector body, LBRO must list basic details on it's website of the contracts it awards through it's formal tendering process, which applies when the value of the work is in excess of £20,000. In recognition of issues of commercial sensitivity, this information is provided three months in arrears, with values indicated by the bands £20,000 to £50,000, £50,001 to £100,000, and £100,001 to £156,442. Any tenders exceeding this financial threshold must be published in OJEU – the Official Journal of the European Union.

37. Contractor Status

Nothing in the contract implies a partnership, joint venture, contract of employment or principal/agent relationship between LBRO and contractor.

38. Transfer of Services

Where LBRO intends to continue the services, either by appointing a replacement contractor or by doing the work itself, after the end of the contract, the contractor must ensure that the transition is managed with minimum of disruption to LBRO. During the handover phase, the contractor must co-operate fully and give full access to all documents and other information that LBRO considers necessary.

39. Law and Jurisdiction

The contract is governed by English Law and is subject to the exclusive jurisdiction of the courts of England and Wales.

APPENDIX A

TRAVEL, SUBSISTENCE & EXPENSES POLICY (Associates, Consultants and Contractors)

General

The aims of this policy are:

- To ensure that everybody knows exactly what support for travel and subsistence is available
- To reimburse individuals quickly and correctly for expenses incurred.

If you are in doubt about any proposed travel arrangements, please consult your LBRO contact before incurring the expenditure. Abuse of this policy may result in a non payment of any claim for reimbursement made against LBRO.

In the event of any dispute over the provisions of this scheme, the decision of the Director of Resources shall be final.

Private Car Allowances

Individuals required to use their private motor vehicles for the efficient performance of their duties will be paid mileage for their business travel. The mileage rate is that authorised by HM Revenue and Customs and used by BIS. As at April 2011 this is 45p for the first 10,000 miles in any financial year (standard rate) and 25p for any further miles in that year (lower rate).

LBRO reserves the right not to reimburse an individual for any claim submitted which is more than three months after the mileage was travelled, or other expenses incurred.

Insurance

You should ensure that your motor vehicle insurance policy contains a clause permitting the use of the vehicle by you in connection with LBRO business.

Individuals using their cars for LBRO business must have comprehensive insurance cover. LBRO accept **no** responsibility for damage caused to an individual's vehicle.

Other requirements

Individuals are personally liable for any parking fine, speeding fine or other motoring offence that they incur. LBRO will seek to ensure individuals have no undue time or other pressures placed on them that would require any motoring law to be broken.

Control Requirements and Restrictions

Claims for expenses must be submitted within three months of the month end in which they are incurred. Retrospective claims for expenses which are over three months old will be considered spent and therefore will not be reimbursed.

Anyone knowingly making a false claim will face disciplinary action in accordance with LBRO's disciplinary procedure.

LBRO's year end is 31 March, individuals should endeavour to submit up to date claims in early April for audit purposes, allowing a clean cut off situation at 31 March. If this is not possible best estimates must be given to support year end accruals.

Claims for all expenses other than for mileage (rail, taxi, private cars, subsistence, hotel and other purchased items) must be supported by receipts as evidence of actual payment of incurred expenses. Claims including items without a receipt will be reduced by the value of that specific item, which may be reclaimed at a later date not exceeding three months, providing the receipt is attached to the claim. Where, occasionally, it is not possible to provide receipts or travel tickets (for instance if you use a vending machine or where the travel ticket is retained by the operator) an explanation must be provided on the claim form.

Self certification against expenses claimed does not satisfy audit arrangements, and is not acceptable as evidence of a claim, except in exceptional cases where receipts are not available to claim against.

Claims for items purchased using a credit card must be evidenced and receipted by the detailed itemised payment receipt and not the total summary card payment receipt.

Receipts will be retained by LBRO for Her Majesty's Revenue & Customs (HMRC) and other audit purposes.

Optional tips and gratuities on bills which are given at your discretion will not be reimbursed by LBRO. Any receipted bills claimed which includes optional tips and/or gratuities will be reduced accordingly.

Where claims against receipts have been apportioned, the basis of this apportionment should be disclosed.

Safe Driving

LBRO recognises the duty of care it has in ensuring, to the best of its ability, the safety of its staff whilst driving any vehicle.

Please refer to our Safe Driving Policy for further information

Parking and tolls

You are entitled to be reimbursed for the costs of unavoidable expenses for parking and tolls (including road and river ferries).

Expenses

If you are required to travel on or in connection with LBRO business, all reasonable expenses incurred will be reimbursed. You must, where possible, obtain receipts for expenditure. LBRO reserves the right not to reimburse you for any significant item of expenditure where a receipt is not produced.

Claims for items purchased using a credit card will need to be evidenced and receipted by the detailed itemised payment receipt and not just the total summary card payment receipt.

Receipts will be retained by LBRO for Revenue & Customs and other audit purposes.

Optional tipping on meal bills is not in line with LBRO policy and should not be claimed. Any receipted bill claimed which includes an optional tip will be reduced accordingly.

Claims for drinks, with or without a meal, extend to soft drinks and beverages only, not alcohol.

(LBRO has a duty of care to ensure its contracted personnel remain within the law and within Government guidelines in respect of alcohol consumption)

Any receipted bill claimed which includes an item or items of alcohol will be reduced accordingly.

Hospitality:

Hospitality may be claimed where a group of people, including guests of LBRO, meet for a meal, or during an event hosted by LBRO. Claims of this nature must be identified separately from normal subsistence claims and certain conditions apply:

- the occasion must be associated with, or form part of LBRO's engagement and delivery strategy
- the occasion must have a specific agenda and/or be part of a co-ordinated event
- claims must be evidenced by a detailed receipt identifying meals and drinks consumed and be supported by a guest list of names and organisations attending
- claims for alcohol are permitted, but limited to one bottle of table wine for every two people. Beers and spirits are not allowed and will not be reimbursed if claimed
(LBRO has a duty of care to ensure its Directors, staff and guests remain within the law and within Government guidelines in respect of alcohol consumption)
- a ratio, appropriate and proportionate to the event, needs to apply between numbers of LBRO staff to numbers of guests attending before claims can be categorised as hospitality.

Travel by rail

LBRO is committed to providing excellent value for money, therefore individuals should seek to minimise the cost of travel by sourcing out the lowest cost option.

Entitlements are standard rate fare, using the best rate available at all times. First class rail travel may only be used in exceptional circumstances. Rail travel arrangements and tickets must be booked through LBRO's internal booking system prior to date of travel.

Subsistence Allowances - General Rules

Subsistence is intended to meet the extra costs (for instance meals and accommodation) that you necessarily incur when you are away from your normal workplace on official business. There are two types of subsistence – incurred during the day and incurred over night.

The maximum amounts that you are entitled to claim as reimbursement are set out in the table below and are based on actual expenditure. The amounts quoted are indicative ceilings.

Day subsistence

You are entitled to day subsistence if you are away from your normal workplace on official business and necessarily purchase a meal or meals (including snacks, soft drinks and beverages, **but not alcohol**). Receipted claims should be for the actual cost of subsistence, up to the limits set out in the policy (whichever is the lesser). Day subsistence cannot be claimed where:

- the meal or meals are taken at home - or
- the meals are provided by a third party at no cost to you.

Night subsistence

Night subsistence can only be claimed if you stay away from home overnight on official business. It covers a period of 24 hours to meet the actual costs of your meals, beverages, **but not alcohol**, and accommodation. The 'night' subsistence is the maximum payable for a 24 hour absence (including the day). After the 24 hours, day rates come back into force.

You are entitled to be reimbursed day subsistence for meals and beverages following a 24-hour period covered by night subsistence. There are different indicative ceilings for accommodation rates within the London area.

Reimbursement

Claims for reimbursement of expenses should be made by monthly invoice, clearly detailing type of expense and costs associated with each type of expense. Valid receipts in support of the claim/s must be attached to the invoice/s on which they are being reclaimed. These will be retained by LBRO for HM Revenue & Customs and other audit purposes.

Note: Retrospective claims for expenses incurred which are over 3 months old will be considered spent and therefore will not be reimbursed.

Travel and Subsistence Upper Ceiling Rates

Night subsistence - per 24 hour period, including accommodation - London	£120 per night for hotel or bed and breakfast (receipted)
	Up to £40 night subsistence allowance (receipted, maximum £10 for incidental expenses)
Night subsistence - per 24 hour period, including accommodation – outside London	£100 per night for hotel or bed and breakfast (receipted)
	Up to £30 night subsistence allowance (receipted, maximum £10 for incidental expenses)
Day subsistence – over 9 hours	£15
Day subsistence – over 5 hours	£7.50
Taxi / Private hire fares	£20 in any one journey
Mileage allowance – first 10,000 miles (standard rate)	45p per mile (<i>from 1st April 2011</i>)
Mileage allowance – over 10,000 miles (lower rate)	25p per mile
Motorcycle allowance	24p per mile
Bicycle allowance	10p per mile