

Contract for Services (Independent Training Providers):

Section	Change	Clause Reference
Entire Contract	All references to “ESFA” and “Education and Skills Funding Agency” have been deleted throughout the Contract, effective from the closure of the ESFA on 31 March 2025.	Entire Contract
Clauses 1.5 and 1.6	Clauses 1.5 and 1.6 have been deleted.	Part 1: Terms and Conditions
Clause 12.1	<p>Clause 12.1, together with all Sub-Clauses, has been added:</p> <p>12.1 The Contractor shall promptly notify (or shall procure that its auditors promptly notify) the Department in writing in the event of any of the following circumstances:</p> <p>12.1.1 any downgrade in the credit rating issued by any rating agency of the Contractor or Subcontractor (and in any event within five (5) Working Days of the occurrence of the downgrade);</p> <p>12.1.2 any suspected or actual fraud or financial irregularity in accordance with Clause 14.1 (Fraud and Irregularity);</p> <p>12.1.3 any fact, circumstance or matter which could cause an Insolvency Event of the Contractor or a Subcontractor to arise (and in any event within ten (10) Working Days of the date on which the Contractor first becomes aware of the fact, circumstance or matter which could cause an Insolvency Event to arise); and</p> <p>12.1.4 the occurrence of an Insolvency Event of the Contractor or a Subcontractor, in which case the Contractor shall immediately notify the Department in writing.</p>	12 Financial Health

Section	Change	Clause Reference
Clauses 12.2 <i>(previously Clause 12.1)</i>	<p>Clause 12.2 has been split into two Sub-Clauses. Sub-Clause 12.2.1 has been added and Sub-Clause 12.2.2 has been amended:</p> <p>12.2 The Department will undertake an assessment of the Contractor's financial health and control (ESFA financial health assessment - GOV.UK). Should the Department, at its absolute discretion, consider:</p> <p>12.2.1 that the Contractor's ability to comply with its obligations under this Contract is or may be declining and/or has become or may become inadequate; and/or</p> <p>12.2.2 that the outcome of any financial health and/or control assessment in relation to the Contractor indicates that the Contractor's financial health is or may be declining and/or is or may be inadequate,</p> <p>then the Department may, in its absolute discretion take one or more of the following actions:</p>	12 Financial Health
Clause 12.2	Clause 12.2 has been deleted.	12 Financial Health
Clauses 12.2.6 to 12.2.8	<p>Clauses 12.2.6 to 12.2.8, together with all Sub-Clauses, have been added:</p> <p>12.2.6 engage directly with Learners to ascertain the Contractor's performance of its obligations under this Contract; and/or</p> <p>12.2.7 serve notice to the Contractor that the Department is transferring all or some of the learning and/or, where applicable, end-point assessments provided by the Contractor to another contractor nominated by the Department, and require the Contractor to comply with its obligations set out in Clause 41.2 (Exit Arrangements) to effect an orderly transition of the Services from the Contractor to the Department and/or any Successor Contractor; and/or</p>	12 Financial Health

Section	Change	Clause Reference
	<p>12.2.8 terminate this Contract pursuant to Clause 39.4.4 (Termination) if:</p> <p>12.2.8.1 the Contractor fails to comply with requirements imposed under Clauses 12.2.3, 12.2.4, 12.2.7; and/or</p> <p>12.2.8.2 the Contractor fails to respond to any of the Department's communications regarding the Contractor's financial health; and/or</p> <p>12.2.8.3 the Contractor fails to cooperate with the Department with regard to any of the matters contained in this Clause 12 (Financial Health); and/or</p>	
<p>Clauses 13.1 and 13.2</p>	<p>Clauses 13.1 and 13.2 have been amended. The first sentence of Clause 13.1 has been moved from Clause 13.2 but remains unchanged.</p> <p>13.1 Ofsted may, at any time during the Contract Period, undertake an inspection of the Contractor. When the Contractor receives notification from an Inspectorate that the Services are to be inspected, the Contractor will inform the Department of the same and, on request, provide the Department with details of its quality improvement activity, and any other relevant information in accordance with the required timescale of the Inspectorate. The Contractor must promptly notify the Department via the Customer Help Portal: Home - Customer Help Portal of the date of the meeting at which an Inspectorate gives feedback on the inspection and allow the Department's nominated representative to attend the meeting. The Contractor must confirm to the Department in writing the outcome of the inspection within 5 Working Days of receiving the feedback from the Inspectorate.</p> <p>13.2 The Department will consider the outcome of any such inspection in the manner set out in Clauses 13.3 to 13.11.</p>	<p>13 Inspections</p>

Section	Change	Clause Reference
<p>Clauses 13.3 and 13.4</p>	<p>Clauses 13.3 and 13.4, together with all Sub-Clauses, have been added:</p> <p>Requires improvement in part</p> <p>13.3 Where Ofsted has published its assessment and concluded that for two consecutive assessments the Services require improvement in any graded sub-judgement, the Department may, in its absolute discretion take one or more of the following actions:</p> <p>13.3.1 require the Contractor to accept and comply with additional Contract obligations relating to the improvement of the Services assessed as requires improvement; and/or</p> <p>13.3.2 require the Contractor to suspend the recruitment of Learners to, and/or to cap any growth in, the Services which are assessed as requires improvement; and/or</p> <p>13.3.3 give consideration to the Services which are assessed as requires improvement in its allocations when finalising the amount of Funding in any subsequent contracts between the Parties; and/or</p> <p>13.3.4 reduce, suspend or recover payment to the Contractor in respect of that part of the Services assessed as requires improvement in accordance with the provisions of this Contract; and/or</p> <p>13.3.5 terminate the Contract in accordance with Clause 39.4.6</p> <p>Requires improvement overall</p> <p>13.4 Where Ofsted has published its assessment and concluded that for two consecutive assessments the Services require improvement overall, the Department may, in its absolute discretion take one or more of the following actions:</p>	<p>13 Inspections</p>

Section	Change	Clause Reference
	<p>13.4.1 require the Contractor to accept and comply with additional Contract obligations relating to the improvement of the overall Services; and/or</p> <p>13.4.2 require the Contractor to suspend the recruitment of Learners to, and/or to cap any growth in, the Services which are assessed as requires improvement; and/or</p> <p>13.4.3 give consideration to the Services which are assessed as requires improvement in its allocations when finalising the amount of Funding in any subsequent contracts between the Parties; and/or</p> <p>13.4.4 reduce, suspend or recover payment to the Contractor in accordance with the provisions of this Contract; and/or</p> <p>13.4.5 terminate this Contract in accordance with Clause 39.4.7 (Termination).</p>	
<p>Clause 13.8 <i>(previously Clause 13.6)</i></p>	<p>Clause 13.8 has been amended:</p> <p>13.8 The failure of the Contractor, as assessed by the Department, to comply with any requirements of Clauses 13.3.1, 13.4.1, 13.5.1 or 13.7.1 (requirement to accept and comply with additional Contract obligations relating to the improvement of the Services) within such time as the Department may deem reasonable may lead to the Department taking such actions as it deems appropriate which may include, but is not limited to, terminating the Contract pursuant to Clause 39.4.10 (Termination).</p>	13 Inspections
<p>Clause 13.9</p>	<p>Clause 13.9 has been added:</p> <p>13.9 The failure of the Contractor, as assessed by the Department, to comply with any requirements of Clauses 13.3.2, 13.4.2, 13.5.2 or 13.7.2 (requirement to suspend the recruitment of Learners to, and/or to cap any</p>	13 Inspections

Section	Change	Clause Reference
	growth in, the Services) within such time as the Department may deem reasonable may lead to the Department taking such actions as it deems appropriate which may include, but is not limited to, terminating this Contract pursuant to Clause 39.4.11 (Termination).	
Clause 13.10 <i>(previously Clause 13.7)</i>	<p>Clause 13.10 has been amended:</p> <p>13.10 The Department will take action based on the Inspectorate's published outcomes as set out in Clause 13.7 above. Where the Department is made aware that the Contractor has made a complaint about the graded outcome of the overall assessment by Ofsted, the Department will continue to consider what action it needs to take under this Contract but will be mindful of the implications arising from the outcome of a complaint. The Department will review any decisions made at such time as outcomes of any complaint are made known.</p>	13 Inspections
Clauses 13.12.1 to 13.12.3	<p>Clauses 13.12.1 to 13.12.3 have been added:</p> <p>13.12.1 suspend the payment of Funding for current Learners for a specified period;</p> <p>13.12.2 not consider any applications or pay any Funding for new Learners for a specified period;</p> <p>13.12.3 require the Contractor to enter into a Subcontracting arrangement with another main provider or employer-provider in order to ensure that there is minimal disruption to the training delivered to the Contractor's current Learners;</p>	13 Inspections
Clause 14.1 and Sub-Clause 14.1.6	<p>Clause 14.1 has been amended and Sub-Clause 14.1.6 has been added:</p> <p>14.1 The Contractor must immediately notify the Department in writing where the Contractor becomes aware of any instance of suspected fraud</p>	14 Fraud and Irregularity

Section	Change	Clause Reference
	<p>or financial irregularity in the delivery of the Contract including, but not limited to, cases of:</p> <p>14.1.6 any reported financial irregularities, ILR Data errors and/or funding errors that have been identified either internally or externally by a third party through internal/external audit or other reviews;</p>	
Clause 31.2.1	<p>Clause 31.2.1 has been amended to remove the reference to "Post-16 audit code of practice - GOV.UK" following its withdrawal on 26 March 2025:</p> <p>31.2.1 The Department, the European Commission, the European Court of Auditors and/or a Crown Body may at any time conduct (whether itself or by its agents, consultants or advisers) audits for the following purposes:-</p>	31 Contractor's Records and Audit
Clause 36.4	<p>Clause 36.4 has been amended:</p> <p>36.4 For the avoidance of doubt if there is a Change of Control in the Contractor, this will be considered by the Department in relation to s.74 Procurement Act 2023 as it could potentially constitute a contract modification. The Department will, upon receipt of a notification under Clause 36.3 consider if the requested change is permissible under s.74 Procurement Act 2023 (Sch 8 (Permitted Contract Modifications)). The Department may terminate this Contract under Clause 39.4.16 where the Change of Control is not permissible.</p>	36 Change of Control and Change in Name
Clause 38.1.2 (a) <i>(previously Clause 38.1.2.1)</i>	<p>Clause 38.1.2 (a) has been amended:</p> <p>(a) about the standard of Services that the Contractor and/or a Subcontractor is delivering or has delivered including in respect of one or more standard or framework; and/or</p>	38 Withholding, Suspension and Repayment of Funding
Clause 38.1.3	<p>Clause 38.1.3 has been amended:</p>	38 Withholding, Suspension and

Section	Change	Clause Reference
	38.1.3 an Awarding Organisation is taking remedial and/or enforcement action against the Contractor and/or a Subcontractor ;	Repayment of Funding
Clause 38.5.1	Clause 38.5.1 has been amended: 38.5.1 suspend the payment of Funding to the Contractor in part and/or for a specified period in relation to current Learners; and/or	38 Withholding, Suspension and Repayment of Funding
Clause 39.4.1	Clause 39.4.1 has been amended: 39.4.1 if s.57 Procurement Act 2023 applies to the Contractor;	39 Termination
Clause 39.4.4	Clause 39.4.4 has been added: 39.4.4 where the circumstances in Clause 12.2.8 applies (failure to comply, respond or cooperate – Financial Health);	39 Termination
Clause 39.4.5 <i>(previously Clause 39.4.3)</i>	Clause 39.4.5 has been amended: 39.4.5 where the circumstances in Clause 12.2.9 applies (the outcome of any financial health and/or control assessment undertaken in relation to the Contractor is inadequate – Financial Health);	39 Termination
Clause 39.4.6	Clause 39.4.6 has been deleted.	39 Termination
Clauses 39.4.6 to 39.4.11	Clauses 39.4.6 to 39.4.11 have been added: 39.4.6 where the circumstances set out in Clause 13.3 applies (two consecutive Ofsted inspections result in part of the Services being assessed as “requires improvement”);	39 Termination

Section	Change	Clause Reference
	<p>39.4.7 where the circumstances set out in Clause 13.4 applies (two consecutive Ofsted inspections result in the Services being assessed as overall “requires improvement”);</p> <p>39.4.8 where the circumstances set out in Clause 13.5 applies (an Ofsted inspection results in part of the Services being assessed as “inadequate”);</p> <p>39.4.9 where the circumstances set out in Clause 13.7 applies (an Ofsted inspection results in the Services being assessed as overall “inadequate”);</p> <p>39.4.10 where the circumstances set out in Clause 13.8 applies (failure to accept and comply with additional Contract obligations relating to the improvement of the Services);</p> <p>39.4.11 where the circumstances set out in Clause 13.9 applies (failure to suspend the recruitment of Learners and/or to cap any growth in the Services);</p>	
<p>Clause 39.4.12 (previously Clause 39.4.5)</p>	<p>Clause 39.4.12 has been amended to remove the reference to Clauses 13.3, 13.5, 13.3.5 and 13.5.5:</p> <p>39.4.12 in accordance with any of the rights set out in Clauses 15.3.4 (Enquiries, Investigations and Inspections) or 22.1.6 (Submission of Learner Data);</p>	<p>39 Termination</p>
<p>Clause 39.4.16 (previously Clause 39.4.10)</p>	<p>Clause 39.4.16 has been amended:</p> <p>39.4.16 a Change of Control is proposed by the Contractor or has taken place which is not permissible under s.74 Procurement Act 2023 or which does not comply with the policies and criteria set out in Clause 36.7;</p>	<p>39 Termination</p>

Section	Change	Clause Reference
Clause 41.2	<p>Clause 41.2 has been amended:</p> <p>41.2 On (i) the Department giving notice under Clause 12.2.7 (notice to transfer Learner(s)); or (ii) either Party giving notice of termination for any reason; or (iii) 30 days before the Expiry Date, the Contractor shall do its utmost to minimise any disruption to Learners and shall co-operate fully with any reasonable requests made by the Department relating to this. For the avoidance of doubt the Department will be entitled to request that where the Contractor cannot complete Learners that it will co-operate in transferring the Learners to a new provider even if this is prior to the Termination Date or Expiry Date of this Contract and the Contractor's Exit Plan should reflect this. The Department will not be liable for any costs prior to or after the Termination Date or Expiry Date incurred by the Contractor in complying with this Clause 41.2.</p>	41 Exit Arrangements
"Contracts Finder"	Definition has been renamed "Find a Tender Service".	Schedule 1: Definitions
"Insolvency Event"	<p>Definition has been amended:</p> <p>means, in respect of the Contractor:</p> <p>(a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>(b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>(c) a petition is presented for its winding up (which is not dismissed within 14 Working Days of its service) or an application is made for the appointment</p>	Schedule 1: Definitions

Section	Change	Clause Reference
	<p>of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>(d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>(e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>(f) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>(g) it suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p style="padding-left: 40px;">a. (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p style="padding-left: 40px;">b. (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; or</p> <p>(h) a creditor or encumbrancer attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; or</p> <p>(i) where the Contractor or a Subcontractor is an individual:</p> <p style="padding-left: 40px;">a. if a petition is presented for the Contractor's or a Subcontractor's bankruptcy; or</p>	

Section	Change	Clause Reference
	<ul style="list-style-type: none"> b. if a criminal bankruptcy order is made against the Contractor or a Subcontractor; or c. if the Contractor or a Subcontractor makes any composition or arrangements with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or d. if an administrator is appointed to manage the affairs of the Contractor or a Subcontractor; or (j) where the Contractor or Subcontractor is not an individual but is a firm or a number of persons acting together in any capacity: if any of the events mentioned in paragraphs (a)-(h) above occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Contractor or Subcontractor to be wound up as an unregistered company; or (k) any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above. 	
“Minimum Standards”	Definition has been deleted.	Schedule 1: Definitions
"Procurement Law"	Definition has been added: means the Public Contract Regulations 2015 or the Procurement Act 2023, as applicable;	Schedule 1: Definitions
“Subcontracting”	Definition has been amended: means the delivery of learning by a separate legal entity to the Contractor , irrespective of whether such learning is provided by a third party recruited to	Schedule 1: Definitions

Section	Change	Clause Reference
	deliver on site (travel to teach), online learning or whether it is described as a service.	
“Subcontractor”	Definition has been amended: means a separate legal entity or an individual (not an employee) that has an agreement (called a Subcontract) with the Contractor to deliver any element of the Services paid for by the Funding . A separate legal entity includes but is not limited to companies in the Contractor’s group, other associated companies and sole traders. An individual could include a person who is a sole trader, self-employed, a freelancer or someone who is employed by an agency, unless those individuals are working under the Contractor’s direct management and control in the same way as the Contractor’s own employees. This does not include relationships between the Contractor and other third parties providing services such as marketing;	Schedule 1: Definitions
“CPA” “Commercial Product Assurance” [formerly called “CESG Product Assurance”]	Definition has been deleted.	Schedule 8: Security & Department Policies
Paragraph 1.2	Paragraph 1.2 has been amended to include the updated Procurement Policy Note for the Cyber Essentials Scheme: 1.2 In the collection and processing of the data set out in Schedule 7 (UK GDPR/Data Protection), the requirements of Cabinet Office PPN 014: Cyber essentials scheme - GOV.UK dated February 2025 , or any subsequent updated document, are mandated, and the Contractor will work towards meeting the requirements of Cyber Essentials during the 2025/26 Funding Year and present the evidence to the Department on	Schedule 8: Security & Department Policies

Section	Change	Clause Reference
	request. The scope must be relevant to the submission of data to the Department, including an allowance for a sub-set scope if appropriate.	
Paragraph 1.2	Paragraph 1.2 has been amended: 1.2. The Contractor must select its Subcontractors fairly and without discrimination and must comply with any Procurement Law that may apply when doing so, including where the Contractor is a contracting authority under Procurement Law .	Schedule 10: Subcontracting
Paragraphs 1.5 and 1.6	Paragraph 1.5 has been amended and split into a new Paragraph 1.6: 1.5. The Contractor must enter into a direct contractual relationship by way of a Subcontract with all of its Subcontractors before any Subcontractor commences the delivery of the subcontracted Services, and such Subcontracts shall comply with the requirements set out in Paragraph 1.8 below . 1.6. The Services to be delivered with the Funding provided under this Contract may only be subcontracted to one level. Accordingly, the Contractor must ensure that its Subcontractors do not further Subcontract any of the Subcontractor's Services to other suppliers.	Schedule 10: Subcontracting
Paragraph 1.7	Paragraph 1.7 has been deleted.	Schedule 10: Subcontracting
Paragraphs 1.8.2 to 1.8.5	Paragraphs 1.8.2 to 1.8.4 have been added and Paragraph 1.8.5 has been amended: 1.8.2 where applicable, terms that comply with the requirements of Clause 9.11.2 (Modern Slavery);	Schedule 10: Subcontracting

Section	Change	Clause Reference
	<p>1.8.3. an obligation for the Subcontractor to comply with the Department Policies and Subcontractor Policies;</p> <p>1.8.4. where a Contractor is a contracting authority as determined by Procurement Law, provisions that comply with the requirements of such Procurement Law;</p> <p>1.8.5. payment provisions such that the Contractor must pay the Subcontractor within 30 days of receiving a valid invoice, unless compliance with Paragraph 1.8.4 will require otherwise;</p>	
Paragraph 1.14	Paragraph 1.14 has been deleted.	Schedule 10: Subcontracting
<p>Paragraphs 1.27.1 and 1.27.2 <i>(previously Paragraphs 1.28.1 and 1.28.2)</i></p>	<p>Paragraphs 1.27.1 and 1.27.2 have been amended:</p> <p>1.27.1. The Contractor will advertise on Find a Tender Service all Subcontract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Contract Period.</p> <p>1.27.2. Once a Subcontract has been awarded, the Contractor will update the notice on Find a Tender Service with the details of the successful Subcontractor.</p>	Schedule 10: Subcontracting

<p>Paragraph 1.28 (previously Paragraph 1.29)</p>	<p>Paragraph 1.28 has been amended:</p> <p>1.28. If the aggregate total of all Subcontractors delivering the Services that are funded on the Contractor's behalf exceeds or is anticipated to exceed £100,000 in any academic year, the Contractor must meet the requirements detailed in ESFA subcontracting standard - GOV.UK. The £100,000 threshold includes Apprenticeships, DfE administered Adult Skills Fund and 16 to 19 provision subcontracted by the Contractor.</p>	<p>Schedule 10: Subcontracting</p>
--	--	--

Conditions of Funding (Grant) (Employers):

Section	Change	Clause Reference
Entire Agreement	All references to “ESFA” and “Education and Skills Funding Agency” have been deleted throughout the Agreement, effective from the closure of the ESFA on 31 March 2025.	Entire Agreement
Clauses 1.5 and 1.6	Clauses 1.5 and 1.6 have been deleted.	Part 1: Terms and Conditions
Clause 4.1.8	Clause 4.1.8 has been amended: 4.1.8 The Department may implement an increase or a reduction in funding as set out in the Funding Rules through a notification and not a variation pursuant to Clause 42 (Amendments to this Agreement).	4 Payment, Funding and Audit
Clause 8.2.1	Clause 8.2.1 has been amended to remove the reference to “ Post-16 audit code of practice - GOV.UK ” following its withdrawal on 26 March 2025: 8.2.1 The Department, the European Commission, the European Court of Auditors and/or a Crown Body may at any time conduct (whether itself or by its agents, consultants or advisers) audits for the following purposes:-	8 Employer’s Records and Audit
Clauses 18.1 and 18.2	Clauses 18.1 and 18.2 have been amended. The first sentence of Clause 18.1 has been moved from Clause 18.2 but remains unchanged. 18.1 Ofsted may, at any time during the Agreement Period, undertake an inspection of the Employer. When the Employer receives notification from an Inspectorate that the Services are to be inspected, the Employer will inform the Department of the same and , on request, provide the Department with details of its quality improvement activity,	18 Inspections

Section	Change	Clause Reference
	<p>and any other relevant information in accordance with the required timescale of the Inspectorate. The Employer must promptly notify the Department via the Customer Help Portal: Home - Customer Help Portal of the date of the meeting at which an Inspectorate gives feedback on the inspection and allow the Department's nominated representative to attend the meeting. The Employer must confirm to the Department in writing the outcome of the inspection within 5 Working Days of receiving the feedback from the Inspectorate.</p> <p>18.2 The Department will consider the outcome of any such inspection in the manner set out in Clauses 18.3 to 18.11.</p>	
Clauses 18.3 and 18.4	<p>Clauses 18.3 and 18.4, together with all Sub-Clauses, have been added:</p> <p>Requires improvement in part</p> <p>18.3 Where Ofsted has published its assessment and concluded that for two consecutive assessments the Services require improvement in any graded sub-judgement, the Department may, in its absolute discretion take one or more of the following actions:</p> <p>18.3.1 require the Employer to accept and comply with additional conditions of funding relating to the improvement of the Services assessed as requires improvement; and/or</p> <p>18.3.2 require the Employer to suspend the recruitment of Learners to, and/or to cap any growth in, the Services which is assessed as requires improvement; and/or</p> <p>18.3.3 give consideration to the Services which are assessed as requires improvement in its allocations when finalising the amount of Funding in any subsequent agreements between the Parties; and/or</p>	18 Inspections

Section	Change	Clause Reference
	<p>18.3.4 reduce, suspend or recover payment to the Employer in respect of that part of the Services assessed as requires improvement in accordance with the provisions of this Agreement; and/or</p> <p>18.3.5 terminate the Agreement in accordance with Clause 33.3.4.</p> <p>Requires improvement overall</p> <p>18.4 Where Ofsted has published its assessment and concluded that for two consecutive assessments the Services require improvement overall, the Department may, in its absolute discretion take one or more of the following actions:</p> <p>18.4.1 require the Employer to accept and comply with additional conditions of funding relating to the improvement of the overall Services; and/or</p> <p>18.4.2 require the Employer to suspend the recruitment of Learners to, and/or to cap any growth in, the Services which are assessed as requires improvement; and/or</p> <p>18.4.3 give consideration to the Services which are assessed as requires improvement in its allocations when finalising the amount of Funding in any subsequent agreements between the Parties; and/or</p> <p>18.4.4 reduce, suspend or recover payment to the Employer in accordance with the provisions of this Agreement; and/or</p> <p>18.4.5 terminate this Agreement in accordance with Clause 33.3.5 (Termination).</p>	
<p>Clause 18.8 (previously Clause 18.6)</p>	<p>Clause 18.8 has been amended:</p>	<p>18 Inspections</p>

Section	Change	Clause Reference
	<p>18.8 The failure of the Employer, as assessed by the Department, to comply with any requirements of Clauses 18.3.1, 18.4.1, 18.5.1 or 18.7.1 (requirement to accept and comply with additional conditions of funding relating to the improvement of the Services) within such time as the Department may deem reasonable may lead to the Department taking such actions as it deems appropriate which may include, but is not limited to, terminating the Agreement pursuant to Clause 33.3.8 (Termination).</p>	
<p>Clause 18.9</p>	<p>Clause 18.9 has been added:</p> <p>18.9 The failure of the Employer, as assessed by the Department, to comply with any requirements of Clauses 18.3.2, 18.4.2, 18.5.2 or 18.7.2 (requirement to suspend the recruitment of Learners to, and/or to cap any growth in, the Services) within such time as the Department may deem reasonable may lead to the Department taking such actions as it deems appropriate which may include, but is not limited to, terminating the Agreement pursuant to Clause 33.3.9 (Termination).</p>	<p>18 Inspections</p>
<p>Clause 18.10 <i>(previously Clause 18.7)</i></p>	<p>Clause 18.10 has been amended:</p> <p>18.10 The Department will take action based on the Inspectorate's published outcomes as set out in Clause 18.7 above. Where the Department is made aware that the Employer has made a complaint about the graded outcome of the overall assessment by Ofsted, the Department will continue to consider what action it needs to take under this Agreement but will be mindful of the implications arising from the outcome of a complaint. The Department will review any decisions made at such time as outcomes of any complaint are made known.</p>	<p>18 Inspections</p>

Section	Change	Clause Reference
Clauses 18.12.1 to 18.12.3	<p>Clauses 18.12.1 to 18.12.3 have been added:</p> <p>18.12.1 suspend the payment of Funding for current Learners for a specified period;</p> <p>18.12.2 not consider any applications or pay any Funding for new Learners for a specified period;</p> <p>18.12.3 require the Employer to enter into a Subcontracting arrangement with another main provider or employer-provider in order to ensure that there is minimal disruption to the training delivered to the Employer's current Learners;</p>	18 Inspections
Clause 19.1 and Sub-Clause 19.1.6	<p>Clause 19.1 has been amended and Sub-Clause 19.1.6 has been added:</p> <p>19.1 The Employer must immediately notify the Department in writing where the Employer becomes aware of any instance of suspected fraud or financial irregularity in the delivery of the Agreement including, but not limited to, cases of:</p> <p>19.1.6 any reported financial irregularities, ILR data errors and/or funding errors that have been identified either internally or externally by a third party through internal/external audit or other reviews;</p>	19 Fraud and Irregularity
Clause 32.1.2 (a)	<p>Clause 32.1.2 (a) has been amended:</p> <p>(a) about the standard of Services that the Employer and/or a Subcontractor is delivering or has delivered including in respect of one or more standard or framework; and/or</p>	32 Withholding, Suspension and Repayment of Funding
Clause 32.1.3	<p>Clause 32.1.3 has been amended:</p>	32 Withholding, Suspension and

Section	Change	Clause Reference
	32.1.3 an Awarding Organisation is taking remedial and/or enforcement action against the Employer and/or a Subcontractor ;	Repayment of Funding
Clause 32.5.1	<p>Clause 32.5.1 has been amended:</p> <p>32.5.1 suspend the payment of Funding to the Employer in part and/or for a specified period in relation to current Learners; and/or</p>	32 Withholding, Suspension and Repayment of Funding
Clauses 33.3.4 to 33.3.9	<p>Clauses 33.3.4 to 33.3.9 have been added:</p> <p>33.3.4 where the circumstances set out in Clause 18.3 applies (two consecutive Ofsted inspections result in part of the Services being assessed as “requires improvement”);</p> <p>33.3.5 where the circumstances set out in Clause 18.4 applies (two consecutive Ofsted inspections result in the Services being assessed as overall “requires improvement”);</p> <p>33.3.6 where the circumstances set out in Clause 18.5 applies (an Ofsted inspection results in part of the Services being assessed as “inadequate”);</p> <p>33.3.7 where the circumstances set out in Clause 18.7 applies (an Ofsted inspection results in the Services being assessed as overall “inadequate”);</p> <p>33.3.8 where the circumstances set out in Clause 18.8 applies (failure to accept and comply with additional conditions of funding relating to the improvement of the Services);</p> <p>33.3.9 where the circumstances set out in Clause 18.9 applies (failure to suspend the recruitment of Learners and/or to cap any growth in the Services);</p>	33 Termination

Section	Change	Clause Reference
Clause 33.3.10 <i>(previously Clause 33.3.4)</i>	Clause 33.3.10 has been amended to remove the reference to Clause 18.3, 18.5, 18.3.5 and 18.5.5: 33.3.10 in accordance with any of the rights set out in Clauses 5.1.6 (Submission of Learner Data) or 20.2.4 (Enquiries, Investigations and Inspections);	33 Termination
Clause 33.3.5	Clause 33.3.5 has been deleted.	33 Termination
Clause 35.2	Clause 35.2 has been amended: 35.2 On (i) either Party giving notice of termination for any reason; or (ii) 30 days before the Expiry Date , the Employer shall do its utmost to minimise any disruption to Learners and shall co-operate fully with any reasonable requests made by the Department relating to this. For the avoidance of doubt the Department will be entitled to request that where the Employer cannot complete Learners that it will co-operate in transferring the Learners to a new provider even if this is prior to the Termination Date or Expiry Date of this Agreement and the Employer's Exit Plan should reflect this. The Department will not be liable for any costs prior to or after the Termination Date or Expiry Date incurred by the Employer in complying with this Clause 35.2.	35 Exit Arrangements
“Contracts Finder”	Definition has been renamed “Find a Tender Service”.	Schedule 1: Definitions
“Insolvency Event”	Definition has been amended: means, in respect of the Employer and as updated from time to time by the Law:	Schedule 1: Definitions

Section	Change	Clause Reference
	<p>(a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>(b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>(c) a petition is presented for its winding up (which is not dismissed within 14 Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>(d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>(e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>(f) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>(g) it suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts; or:</p> <p style="padding-left: 40px;">a. (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or</p>	

Section	Change	Clause Reference
	<p>b. (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; or</p> <p>(h) a creditor or encumbrancer attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; or</p> <p>(i) where the Employer or a Subcontractor is an individual:</p> <p>a. if a petition is presented for the Employer's or a Subcontractor's bankruptcy; or</p> <p>b. if a criminal bankruptcy order is made against the Employer or a Subcontractor; or</p> <p>c. if the Employer or a Subcontractor makes any composition or arrangements with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors; or</p> <p>d. if an administrator is appointed to manage the affairs of the Employer or a Subcontractor; or</p> <p>(j) where the Employer or Subcontractor is not an individual but is a firm or a number of persons acting together in any capacity: if any of the events mentioned in paragraphs (a)-(h) above occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Employer or Subcontractor to be wound up as an unregistered company; or</p>	

Section	Change	Clause Reference
	(k) any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above.	
"Procurement Law"	Definition has been added: means the Public Contract Regulations 2015 or the Procurement Act 2023, as applicable;	Schedule 1: Definitions
"Subcontracting"	Definition has been amended: means the delivery of learning by a separate legal entity to the Employer , irrespective of whether such learning is provided by a third party recruited to deliver on site (travel to teach), online learning or whether it is described as a service;	Schedule 1: Definitions
"Subcontractor"	Definition has been amended: means a separate legal entity or an individual (not an employee) that has an agreement (called a Subcontract) with the Employer to deliver any element of the Services paid for by the Funding . A separate legal entity includes but is not limited to companies in the Employer's group, other associated companies and sole traders. An individual could include a person who is a sole trader, self-employed, a freelancer or someone who is employed by an agency, unless those individuals are working under the Employer's direct management and control in the same way as the Employer's own employees. This does not include relationships between the Employer and other third parties providing services such as marketing;	Schedule 1: Definitions
"CPA"	Definition has been deleted.	Schedule 5: Security &

Section	Change	Clause Reference
“Commercial Product Assurance” [formerly called “CESG Product Assurance”]		Department Policies
Paragraph 1.2	<p>Paragraph 1.2 has been amended to include the updated Procurement Policy Note for the Cyber Essentials Scheme:</p> <p>1.2 In the collection and processing of the data set out in Schedule 4 (UK GDPR/Data Protection), the requirements of Cabinet Office PPN 014: Cyber essentials scheme - GOV.UK dated February 2025, or any subsequent updated document, are mandated, and the Employer will work towards meeting the requirements of Cyber Essentials during the 2025/26 Funding Year and present the evidence to the Department on request. The scope must be relevant to the submission of data to the Department, including an allowance for a sub-set scope if appropriate.</p>	Schedule 5: Security & Department Policies
Paragraph 1.2	<p>Paragraph 1.2 has been amended:</p> <p>1.2. The Employer must select its Subcontractors fairly and without discrimination and must comply with any Procurement Law that may apply when doing so, including where the Employer is a contracting authority under Procurement Law.</p>	Schedule 7: Subcontracting
Paragraphs 1.5 and 1.6	<p>Paragraph 1.5 has been amended and split into a new Paragraph 1.6:</p> <p>1.5. The Employer must enter into a direct contractual relationship by way of a Subcontract with all of its Subcontractors before any Subcontractor commences the delivery of the subcontracted Services, and such Subcontracts shall comply with the requirements set out in Paragraph 1.8 below.</p>	Schedule 7: Subcontracting

Section	Change	Clause Reference
	1.6. The Services to be delivered with the Funding provided under this Agreement may only be subcontracted to one level. Accordingly, the Employer must ensure that its Subcontractors do not further Subcontract any of the Subcontractor's Services to other suppliers.	
Paragraph 1.7	Paragraph 1.7 has been deleted.	Schedule 7: Subcontracting
Paragraphs 1.8.2 to 1.8.5	Paragraphs 1.8.2 to 1.8.4 have been added and Paragraph 1.8.5 has been amended: 1.8.2 where applicable, terms that comply with the requirements of Clause 15.11.2 (Modern Slavery); 1.8.3. an obligation for the Subcontractor to comply with the Department Policies and Subcontractor Policies; 1.8.4. where an Employer is a contracting authority as determined by Procurement Law, provisions that comply with the requirements of such Procurement Law; 1.8.5. payment provisions such that the Employer must pay the Subcontractor within 30 days of receiving a valid invoice, unless compliance with Paragraph 1.8.4 will require otherwise;	Schedule 7: Subcontracting
Paragraphs 1.28.1 and 1.28.2	Paragraph 1.28.1 and 1.28.2 have been amended: 1.28.1. The Employer will advertise on Find a Tender Service all Subcontract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Agreement Period.	Schedule 7: Subcontracting

Section	Change	Clause Reference
	1.28.2. Once a Subcontract has been awarded, the Employer will update the notice on Find a Tender Service with the details of the successful Subcontractor.	
Paragraph 1.29	<p>Paragraph 1.29 has been amended:</p> <p>1.29. If the aggregate total of all Subcontractors delivering the Services that are funded on the Employer's behalf exceeds or is anticipated to exceed £100,000 in any academic year, the Employer must meet the requirements detailed in ESFA subcontracting standard - GOV.UK. The £100,000 threshold includes Apprenticeships, DfE administered Adult Skills Fund and 16 to 19 provision subcontracted by the Employer.</p>	Schedule 7: Subcontracting

Conditions of Funding (Grant) (Higher Education Institutions):

Section	Change	Clause Reference
Entire Agreement	All references to “ESFA” and “Education and Skills Funding Agency” have been deleted throughout the Agreement, effective from the closure of the ESFA on 31 March 2025.	Entire Agreement
Clauses 1.5 and 1.6	Clauses 1.5 and 1.6 have been deleted.	Part 1: Terms and Conditions
Clause 4.1.8	Clause 4.1.8 has been amended: 4.1.8 The Department may implement an increase or a reduction in funding as set out in the Funding Rules through a notification and not a variation pursuant to Clause 42 (Amendments to this Agreement).	4 Payment, Funding and Audit
Clause 8.2.1	Clause 8.2.1 has been amended to remove the reference to “ Post-16 audit code of practice - GOV.UK ” following its withdrawal on 26 March 2025: 8.2.1 The Department, the European Commission, the European Court of Auditors and/or a Crown Body may at any time conduct (whether itself or by its agents, consultants or advisers) audits for the following purposes:-	8 Provider’s Records and Audit
Clauses 18.1 and 18.2	Clauses 18.1 and 18.2 have been amended. The first sentence of Clause 18.1 has been moved from Clause 18.2 but remains unchanged. 18.1 Ofsted may, at any time during the Agreement Period, undertake an inspection of the Provider. When the Provider receives notification from an Inspectorate that the Services are to be inspected, the Provider will inform the Department of the same and , on request, provide the Department with details of its quality improvement activity, and any other relevant information in accordance with the required timescale of the Inspectorate. The Provider must promptly notify the Department via the	18 Inspections

Section	Change	Clause Reference
	<p>Customer Help Portal: Home - Customer Help Portal of the date of the meeting at which an Inspectorate gives feedback on the inspection and allow the Department's nominated representative to attend the meeting. The Provider must confirm to the Department in writing the outcome of the inspection within 5 Working Days of receiving the feedback from the Inspectorate.</p> <p>18.2 The Department will consider the outcome of any such inspection in the manner set out in Clauses 18.3 to 18.11.</p>	
<p>Clauses 18.3 and 18.4</p>	<p>Clauses 18.3 and 18.4, together with all Sub-Clauses, have been added:</p> <p>Requires improvement in part</p> <p>18.3 Where Ofsted has published its assessment and concluded that for two consecutive assessments the Services require improvement in any graded sub-judgement, the Department may, in its absolute discretion take one or more of the following actions:</p> <p>18.3.1 require the Provider to accept and comply with additional conditions of funding relating to the improvement of the Services assessed as requires improvement; and/or</p> <p>18.3.2 require the Provider to suspend the recruitment of Learners to, and/or to cap any growth in, the Services which is assessed as requires improvement; and/or</p> <p>18.3.3 give consideration to the Services which are assessed as requires improvement in its allocations when finalising the amount of Funding in any subsequent agreements between the Parties; and/or</p>	<p>18 Inspections</p>

Section	Change	Clause Reference
	<p>18.3.4 reduce, suspend or recover payment to the Provider in respect of that part of the Services assessed as requires improvement in accordance with the provisions of this Agreement; and/or</p> <p>18.3.5 terminate the Agreement in accordance with Clause 33.3.4.</p> <p>Requires improvement overall</p> <p>18.4 Where Ofsted has published its assessment and concluded that for two consecutive assessments the Services require improvement overall, the Department may, in its absolute discretion take one or more of the following actions:</p> <p>18.4.1 require the Provider to accept and comply with additional conditions of funding relating to the improvement of the overall Services; and/or</p> <p>18.4.2 require the Provider to suspend the recruitment of Learners to, and/or to cap any growth in, the Services which are assessed as requires improvement; and/or</p> <p>18.4.3 give consideration to the Services which are assessed as requires improvement in its allocations when finalising the amount of Funding in any subsequent agreements between the Parties; and/or</p> <p>18.4.4 reduce, suspend or recover payment to the Provider in accordance with the provisions of this Agreement; and/or</p> <p>18.4.5 terminate this Agreement in accordance with Clause 33.3.5 (Termination).</p>	
<p>Clause 18.8 (previously Clause 18.6)</p>	<p>Clause 18.8 has been amended:</p>	<p>18 Inspections</p>

Section	Change	Clause Reference
	<p>18.8 The failure of the Provider, as assessed by the Department, to comply with any requirements of Clauses 18.3.1, 18.4.1, 18.5.2 or 18.7.2 (requirement to accept and comply with additional conditions of funding relating to the improvement of the Services) within such time as the Department may deem reasonable may lead to the Department taking such actions as it deems appropriate which may include, but is not limited to, terminating the Agreement pursuant to Clause 33.3.8 (Termination).</p>	
<p>Clause 18.9</p>	<p>Clause 18.9 has been added:</p> <p>18.9 The failure of the Provider, as assessed by the Department, to comply with any requirements of Clauses 18.3.2, 18.4.2, 18.5.3 or 18.7.3 (requirement to suspend the recruitment of Learners to, and/or to cap any growth in, the Services) within such time as the Department may deem reasonable may lead to the Department taking such actions as it deems appropriate which may include, but is not limited to, terminating the Agreement pursuant to Clause 33.3.9 (Termination).</p>	<p>18 Inspections</p>
<p>Clause 18.10 <i>(previously Clause 18.7)</i></p>	<p>Clause 18.10 has been amended:</p> <p>18.10 The Department will take action based on the Inspectorate's published outcomes as set out in Clause 18.7 above. Where the Department is made aware that the Provider has made a complaint about the graded outcome of the overall assessment by Ofsted, the Department will continue to consider what action it needs to take under this Agreement but will be mindful of the implications arising from the outcome of a complaint. The Department will review any decisions made at such time as outcomes of any complaint are made known.</p>	<p>18 Inspections</p>

Section	Change	Clause Reference
Clauses 18.12.1 to 18.12.3	<p>Clauses 18.12.1 to 18.12.3 have been added:</p> <p>18.12.1 suspend the payment of Funding for current Learners for a specified period;</p> <p>18.12.2 not consider any applications or pay any Funding for new Learners for a specified period;</p> <p>18.12.3 require the Provider to enter into a Subcontracting arrangement with another main provider or employer-provider in order to ensure that there is minimal disruption to the training delivered to the Provider's current Learners;</p>	18 Inspections
Clause 19.1 and Sub-Clause 19.1.6	<p>Clause 19.1 has been amended and Sub-Clause 19.1.6 has been added:</p> <p>19.1 The Provider must immediately notify the Department in writing where the Provider becomes aware of any instance of suspected fraud or financial irregularity in the delivery of the Agreement including, but not limited to, cases of:</p> <p>19.1.6 any reported financial irregularities, ILR data errors and/or funding errors that have been identified either internally or externally by a third party through internal/external audit or other reviews;</p>	19 Fraud and Irregularity
Clause 32.1.2 (a) <i>(previously Clause 32.1.2.1)</i>	<p>Clause 32.1.2 (a) has been amended:</p> <p>(a) about the standard of Services that the Provider and/or a Subcontractor is delivering or has delivered including in respect of one or more standard or framework; and/or</p>	32 Withholding, Suspension and Repayment of Funding
Clause 32.1.3	<p>Clause 32.1.3 has been amended:</p> <p>32.1.3 an Awarding Organisation is taking remedial and/or enforcement action against the Provider and/or a Subcontractor;</p>	32 Withholding, Suspension and

Section	Change	Clause Reference
		Repayment of Funding
Clause 32.5.1	<p>Clause 32.5.1 has been amended:</p> <p>32.5.1 suspend the payment of Funding to the Provider in part and/or for a specified period in relation to current Learners; and/or</p>	32 Withholding, Suspension and Repayment of Funding
Clause 33.3.4 to 33.3.9	<p>Clause 33.3.4 to 33.3.9 have been added:</p> <p>33.3.4 where the circumstances set out in Clause 18.3 applies (two consecutive Ofsted inspections result in part of the Services being assessed as “requires improvement”);</p> <p>33.3.5 where the circumstances set out in Clause 18.4 applies (two consecutive Ofsted inspections result in the Services being assessed as overall “requires improvement”);</p> <p>33.3.6 where the circumstances set out in Clause 18.5 applies (an Ofsted inspection results in part of the Services being assessed as “inadequate”);</p> <p>33.3.7 where the circumstances set out in Clause 18.7 applies (an Ofsted inspection results in the Services being assessed as overall “inadequate”);</p> <p>33.3.8 where the circumstances set out in Clause 18.8 applies (failure to accept and comply with additional conditions of funding relating to the improvement of the Services);</p> <p>33.3.9 where the circumstances set out in Clause 18.9 applies (failure to suspend the recruitment of Learners and/or to cap any growth in the Services);</p>	33 Termination

Section	Change	Clause Reference
Clause 33.3.5	Clause 33.3.5 has been deleted.	33 Termination
Clause 33.3.10 <i>(previously Clause 33.3.4)</i>	Clause 33.3.10 has been amended to remove the reference to Clauses 18.3, 18.5, 18.3.6 and 18.5.6: 33.3.10 in accordance with any of the rights set out in Clauses 5.1.6 (Submission of Learner Data) or 20.2.4 (Enquiries, Investigations and Inspections);	33 Termination
Clause 35.2	Clause 35.2 has been amended: 35.2 On (i) either Party giving notice of termination for any reason; or (ii) 30 days before the Expiry Date , the Provider shall do its utmost to minimise any disruption to Learners and shall co-operate fully with any reasonable requests made by the Department relating to this. For the avoidance of doubt the Department will be entitled to request that where the Provider cannot complete Learners that it will co-operate in transferring the Learners to a new provider even if this is prior to the Termination Date or Expiry Date of this Agreement and the Provider's Exit Plan should reflect this. The Department will not be liable for any costs prior to or after the Termination Date or Expiry Date incurred by the Provider in complying with this Clause 35.2.	35 Exit Arrangements
“Contracts Finder”	Definition has been renamed “Find a Tender Service”.	Schedule 1: Definitions
“Insolvency Event”	Definition has been amended: means, in respect of the Provider and as updated from time to time by the Law: (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or	Schedule 1: Definitions

Section	Change	Clause Reference
	<p>(b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>(c) a petition is presented for its winding up (which is not dismissed within 14 Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>(d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>(e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>(f) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>(g) it suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts; or:</p> <p style="padding-left: 40px;">a. (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or</p> <p style="padding-left: 40px;">b. (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; or</p> <p>(h) a creditor or encumbrancer attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or</p>	

Section	Change	Clause Reference
	<p>sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; or</p> <p>(i) where the Provider or a Subcontractor is an individual:</p> <ul style="list-style-type: none"> a. if a petition is presented for the Provider's or a Subcontractor's bankruptcy; or b. if a criminal bankruptcy order is made against the Provider or a Subcontractor; or c. if the Provider or a Subcontractor makes any composition or arrangements with or for the benefit of creditors, or makes any conveyance or assignment for the benefit, or d. if an administrator is appointed to manage the affairs of the Provider or a Subcontractor; or <p>(j) where the Provider or Subcontractor is not an individual but is a firm or a number of persons acting together in any capacity: if any of the events mentioned in paragraphs (a)-(h) above occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Provider or Subcontractor to be wound up as an unregistered company; or</p> <p>(k) any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p> <p>in so far as the Provider is (a) a further education corporation, the above shall apply as amended by the Technical and Further Education Act 2017 and/or (b) a Provider that can become insolvent in Law;</p>	

Section	Change	Clause Reference
"Procurement Law"	Definition has been added: means the Public Contract Regulations 2015 or the Procurement Act 2023, as applicable;	Schedule 1: Definitions
"Subcontracting"	Definition has been amended: means the delivery of learning by a separate legal entity to the Provider irrespective of whether such learning is provided by a third party recruited to deliver on site (travel to teach), online learning or whether it is described as a service;	Schedule 1: Definitions
"Subcontractor"	Definition has been amended: means a separate legal entity or an individual (not an employee) that has an agreement (called a Subcontract) with the Provider to deliver any element of the Services paid for by the Funding . A separate legal entity includes but is not limited to companies in the Provider's group, other associated companies and sole traders. An individual could include a person who is a sole trader, self-employed, a freelancer or someone who is employed by an agency, unless those individuals are working under the Provider's direct management and control in the same way as the Provider's own employees. This does not include relationships between the Provider and other third parties providing services such as marketing;	Schedule 1: Definitions
"CPA" "Commercial Product Assurance" [formerly called "CESG Product Assurance"]	Definition has been deleted.	Schedule 5: Security & Department Policies

Section	Change	Clause Reference
Paragraph 1.2	<p>Paragraph 1.2 has been amended to include the updated Procurement Policy Note for the Cyber Essentials Scheme:</p> <p>1.2 In the collection and processing of the data set out in Schedule 4: UK GDPR/Data Protection, the requirements of Cabinet Office PPN 014: Cyber essentials scheme - GOV.UK dated February 2025, or any subsequent updated document, are mandated, and the Provider will work towards meeting the requirements of Cyber Essentials during the 2025/26 Funding Year and present the evidence to the Department on request. The scope must be relevant to the submission of data to the Department, including an allowance for a sub-set scope if appropriate.</p>	Schedule 5: Security & Department Policies
Paragraph 1.2	<p>Paragraph 1.2 has been amended:</p> <p>1.2 The Provider must select its Subcontractors fairly and without discrimination and must comply with any Procurement Law that may apply when doing so, including where the Provider is a contracting authority under Procurement Law.</p>	Schedule 7: Subcontracting
Paragraphs 1.5 and 1.6	<p>Paragraph 1.5 has been amended and split into a new Paragraph 1.6:</p> <p>1.5 The Provider must enter into a direct contractual relationship by way of a Subcontract with all of its Subcontractors before any Subcontractor commences the delivery of the subcontracted Services, and such Subcontracts shall comply with the requirements set out in Paragraph 1.8 below.</p> <p>1.6 The Services to be delivered with the Funding provided under this Agreement may only be subcontracted to one level. Accordingly, the Provider must ensure that its Subcontractors do not further Subcontract any of the Subcontractor's Services to other suppliers.</p>	Schedule 7: Subcontracting

Section	Change	Clause Reference
Paragraph 1.7	Paragraph 1.7 has been deleted.	Schedule 7: Subcontracting
Paragraphs 1.8.2 to 1.8.5	<p>Paragraphs 1.8.2 to 1.8.4 have been added and Paragraph 1.8.5 has been amended:</p> <p>1.8.2 where applicable, terms that comply with the requirements of Clause 15.11.2 (Modern Slavery);</p> <p>1.8.3 an obligation for the Subcontractor to comply with the Department Policies and Subcontractor Policies;</p> <p>1.8.4 where a Provider is a contracting authority as determined by Procurement Law, provisions that comply with the requirements of such Procurement Law;</p> <p>1.8.5 payment provisions such that the Provider must pay the Subcontractor within 30 days of receiving a valid invoice, unless compliance with Paragraph 1.8.4 will require otherwise;</p>	Schedule 7: Subcontracting
Paragraphs 1.28.1 and 1.28.2	<p>Paragraph 1.28.1 and 1.28.2 have been amended:</p> <p>1.28.1 The Provider will advertise on Find a Tender Service all Subcontract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Contract Period.</p> <p>1.28.2 Once a Subcontract has been awarded, the Provider will update the notice on Find a Tender Service with the details of the successful Subcontractor.</p>	Schedule 7: Subcontracting
Paragraph 1.29	Paragraph 1.29 has been amended:	Schedule 7: Subcontracting

Section	Change	Clause Reference
	<p>1.29 If the aggregate total of all Subcontractors delivering the Services that are funded on the Provider's behalf exceeds or is anticipated to exceed £100,000 in any academic year, the Provider must meet the requirements detailed in ESFA subcontracting standard - GOV.UK. The £100,000 threshold includes Apprenticeships, DfE administered Adult Skills Fund and 16 to 19 provision subcontracted by the Provider.</p>	

Conditions of Funding (Grant) (Local Authorities):

Section	Change	Clause Reference
Entire Agreement	All references to “ESFA” and “Education and Skills Funding Agency” have been deleted throughout the Agreement, effective from the closure of the ESFA on 31 March 2025.	Entire Agreement
Clauses 1.5 and 1.6	Clauses 1.5 and 1.6 have been deleted.	Part 1: Terms and Conditions
Clause 4.1.8	Clause 4.1.8 has been amended: 4.1.8 The Department may implement an increase or a reduction in funding as set out in the Funding Rules through a notification and not a variation pursuant to Clause 42 (Amendments to this Agreement).	4 Payment, Funding and Audit
Clause 8.2.1	Clause 8.2.1 has been amended to remove the reference to “ Post-16 audit code of practice - GOV.UK ” following its withdrawal on 26 March 2025: 8.2.1 The Department, the European Commission, the European Court of Auditors and/or a Crown Body may at any time conduct (whether itself or by its agents, consultants or advisers) audits for the following purposes:-	8 Provider’s Records and Audit
Clauses 18.2 and 18.3	Clauses 18.2 and 18.3 have been amended. The first sentence of Clause 18.2 has been moved from Clause 18.3 but remains unchanged. 18.2 Ofsted may, at any time during the Agreement Period, undertake an inspection of the Provider. When the Provider receives notification from an Inspectorate that the Services are to be inspected, the Provider will inform the Department of the same and , on request, provide the Department with details of its quality improvement activity, and any other relevant information in accordance with the required timescale of the Inspectorate. The Provider must promptly notify the Department via the	18 Inspections

Section	Change	Clause Reference
	<p>Customer Help Portal: Home - Customer Help Portal of the date of the meeting at which an Inspectorate gives feedback on the inspection and allow the Department's nominated representative to attend the meeting. The Provider must confirm to the Department in writing the outcome of the inspection within 5 Working Days of receiving the feedback from the Inspectorate.</p> <p>18.3 The Department will consider the outcome of any such inspection in the manner set out in Clauses 18.4 to 18.12.</p>	
<p>Clauses 18.4 and 18.5</p>	<p>Clauses 18.4 and 18.5, together with all Sub-Clauses, have been added:</p> <p>Requires improvement in part</p> <p>18.4 Where Ofsted has published its assessment and concluded that for two consecutive assessments the Services require improvement in any graded sub-judgement, the Department may, in its absolute discretion take one or more of the following actions:</p> <p>18.4.1 require the Provider to accept and comply with additional conditions of funding relating to the improvement of the Services assessed as requires improvement; and/or</p> <p>18.4.2 require the Provider to suspend the recruitment of Learners to, and/or to cap any growth in, the Services which is assessed as requires improvement; and/or</p> <p>18.4.3 give consideration to the Services which are assessed as requires improvement in its allocations when finalising the amount of Funding in any subsequent agreements between the Parties; and/or</p>	<p>18 Inspections</p>

Section	Change	Clause Reference
	<p>18.4.4 reduce, suspend or recover payment to the Provider in respect of that part of the Services assessed as requires improvement in accordance with the provisions of this Agreement; and/or</p> <p>18.4.5 terminate the Agreement in accordance with Clause 33.3.4.</p> <p>Requires improvement overall</p> <p>18.5 Where Ofsted has published its assessment and concluded that for two consecutive assessments the Services require improvement overall, the Department may, in its absolute discretion take one or more of the following actions:</p> <p>18.5.1 require the Provider to accept and comply with additional conditions of funding relating to the improvement of the overall Services; and/or</p> <p>18.5.2 require the Provider to suspend the recruitment of Learners to, and/or to cap any growth in, the Services which are assessed as requires improvement; and/or</p> <p>18.5.3 give consideration to the Services which are assessed as requires improvement in its allocations when finalising the amount of Funding in any subsequent agreements between the Parties; and/or</p> <p>18.5.4 reduce, suspend or recover payment to the Provider in accordance with the provisions of this Agreement; and/or</p>	

Section	Change	Clause Reference
	18.5.5 terminate this Agreement in accordance with Clause 33.3.5 (Termination).	
Clause 18.9 <i>(previously Clause 18.7)</i>	<p>Clause 18.9 has been amended:</p> <p>18.9 The failure of the Provider, as assessed by the Department, to comply with any requirements of Clauses 18.4.1, 18.5.1, 18.6.1 or 18.8.2 (requirement to accept and comply with additional conditions of funding relating to the improvement of the Services) within such time as the Department may deem reasonable may lead to the Department taking such actions as it deems appropriate which may include, but is not limited to, terminating the Agreement pursuant to Clause 33.3.8 (Termination).</p>	18 Inspections
Clause 18.10	<p>Clause 18.10 has been added:</p> <p>18.10 The failure of the Provider, as assessed by the Department, to comply with any requirements of Clauses 18.4.2, 18.5.2, 18.6.2 or 18.8.3 (requirement to suspend the recruitment of Learners to, and/or to cap any growth in, the Services) within such time as the Department may deem reasonable may lead to the Department taking such actions as it deems appropriate which may include, but is not limited to, terminating the Agreement pursuant to Clause 33.3.9 (Termination).</p>	18 Inspections
Clause 18.11 <i>(previously Clause 18.8)</i>	<p>Clause 18.11 has been amended:</p> <p>18.11 The Department will take action based on the Inspectorate's published outcomes as set out in Clause 18.8 above. Where the Department is made aware that the Provider has made a complaint about the graded outcome of the overall assessment by Ofsted, the Department will continue to consider what action it needs to take under this Agreement but will be mindful of the implications arising from the</p>	18 Inspections

Section	Change	Clause Reference
	outcome of a complaint. The Department will review any decisions made at such time as outcomes of any complaint are made known.	
Clauses 18.13.1 to 18.13.3	<p>Clauses 18.13.1 to 18.13.3 have been added:</p> <p>18.13.1 suspend the payment of Funding for current Learners for a specified period;</p> <p>18.13.2 not consider any applications or pay any Funding for new Learners for a specified period;</p> <p>18.13.3 require the Provider to enter into a Subcontracting arrangement with another main provider or employer-provider in order to ensure that there is minimal disruption to the training delivered to the Provider's current Learners;</p>	18 Inspections
Clause 19.1 and Clause 19.1.6	<p>Clause 19.1 has been amended and Sub-Clause 19.1.6 has been added:</p> <p>19.1 The Provider must immediately notify the Department in writing where the Provider becomes aware of any instance of suspected fraud or financial irregularity in the delivery of the Agreement including, but not limited to, cases of:</p> <p>19.1.6 any reported financial irregularities, ILR data errors and/or funding errors that have been identified either internally or externally by a third party through internal/external audit or other reviews;</p>	19 Fraud and Irregularity
Clause 32.1.2 (a)	<p>Clause 32.1.2 (a) has been amended:</p> <p>(a) about the standard of Services that the Provider and/or a Subcontractor is delivering or has delivered including in respect of one or more standard or framework; and/or</p>	32 Withholding, Suspension and Repayment of Funding

Section	Change	Clause Reference
Clause 32.1.3	Clause 32.1.3 has been amended: 32.1.3 an Awarding Organisation is taking remedial and/or enforcement action against the Provider and/or a Subcontractor ;	32 Withholding, Suspension and Repayment of Funding
Clause 32.5.1	Clause 32.5.1 has been amended: 32.5.1 suspend the payment of Funding to the Provider in part and/or for specified period in relation to the current Learners; and/or	32 Withholding, Suspension and Repayment of Funding
Clause 33.3.4 to 33.3.9	Clause 33.3.4 to 33.3.9 have been added: 33.3.4 where the circumstances set out in Clause 18.4 applies (two consecutive Ofsted inspections result in part of the Services being assessed as “requires improvement”); 33.3.5 where the circumstances set out in Clause 18.5 applies (two consecutive Ofsted inspections result in the Services being assessed as overall “requires improvement”); 33.3.6 where the circumstances set out in Clause 18.6 applies (an Ofsted inspection results in part of the Services being assessed as “inadequate”); 33.3.7 where the circumstances set out in Clause 18.8 applies (an Ofsted inspection results in the Services being assessed as overall “inadequate”); 33.3.8 where the circumstances set out in Clause 18.9 applies (failure to accept and comply with additional conditions of funding relating to the improvement of the Services);	33 Termination

Section	Change	Clause Reference
	33.3.9 where the circumstances set out in Clause 18.10 applies (failure to suspend the recruitment of Learners and/or to cap any growth in the Services);	
Clause 33.3.5	Clause 33.3.5 has been deleted	33 Termination
Clause 33.3.10 <i>(previously Clause 33.3.4)</i>	Clause 33.3.10 has been amended to remove the reference to Clauses 18.4, 18.6, 18.4.5 and 18.6.6: 33.3.10 in accordance with any of the rights set out in Clauses 5.2.6 (Submission of Learner Data) or 20.2.4 (Enquiries, Investigations and Inspections);	33 Termination
Clause 35.3	Clause 35.3 has been amended: 35.3 On (i) either Party giving notice of termination for any reason; or (ii) 30 days before the Expiry Date , the Provider shall do its utmost to minimise any disruption to Learners and shall co-operate fully with any reasonable requests made by the Department relating to this. For the avoidance of doubt the Department will be entitled to request that where the Provider cannot complete Learners that it will co-operate in transferring the Learners to a new provider even if this is prior to the Termination Date or Expiry Date of this Agreement and the Provider's Exit Plan should reflect this. The Department will not be liable for any costs prior to or after the Termination Date or Expiry Date incurred by the Provider in complying with this Clause 35.3.	35 Exit Arrangements
"Contracts Finder"	Definition has been renamed "Find a Tender Service".	Schedule 1: Definitions

Section	Change	Clause Reference
“Insolvency Event”	<p>Definition has been amended:</p> <p>means, in respect of the Provider and as updated from time to time by the Law:</p> <ul style="list-style-type: none"> (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or (c) a petition is presented for its winding up (which is not dismissed within 14 Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or (f) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or (g) it suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts; or: 	Schedule 1: Definitions

Section	Change	Clause Reference
	<p>a. (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>b. (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; or</p> <p>(h) a creditor or encumbrancer attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; or</p> <p>(i) where the Provider or a Subcontractor is an individual:</p> <p>a. if a petition is presented for the Provider's or a Subcontractor's bankruptcy; or</p> <p>b. if a criminal bankruptcy order is made against the Provider or a Subcontractor; or</p> <p>c. if the Provider or a Subcontractor makes any composition or arrangements with or for the benefit of creditors, or makes any conveyance or assignment for the benefit, or</p> <p>d. if an administrator is appointed to manage the affairs of the Provider or a Subcontractor; or</p> <p>(j) where the Provider or Subcontractor is not an individual but is a firm or a number of persons acting together in any capacity: if any of the events mentioned in paragraphs (a)-(h) above occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Provider or Subcontractor to be wound up as an unregistered company; or</p>	

Section	Change	Clause Reference
	(k) any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;	
"Procurement Law"	Definition has been added: means the Public Contract Regulations 2015 or the Procurement Act 2023, as applicable;	Schedule 1: Definitions
"Subcontracting"	Definition has been amended: means the delivery of learning by a separate legal entity to the Provider irrespective of whether such learning is provided by a third party recruited to deliver on site (travel to teach), online learning or whether it is described as a service;	Schedule 1: Definitions
"Subcontractor"	Definition has been amended: means a separate legal entity or an individual (not an employee) that has an agreement (called a Subcontract) with the Provider to deliver any element of the Services paid for by the Funding . A separate legal entity includes but is not limited to companies in the Provider's group, other associated companies and sole traders. An individual could include a person who is a sole trader, self-employed, a freelancer or someone who is employed by an agency, unless those individuals are working under the Provider's direct management and control in the same way as the Provider's own employees. This does not include relationships between the Provider and other third parties providing services such as marketing;	Schedule 1: Definitions
"CPA"	Definition has been deleted.	Schedule 5: Security &

Section	Change	Clause Reference
“Commercial Product Assurance” [formerly called “CESG Product Assurance”]		Department Policies
Paragraph 1.2	<p>Paragraph 1.2 has been amended to include the updated Procurement Policy Note for the Cyber Essentials Scheme:</p> <p>1.2 In the collection and processing of the data set out in Schedule 4: UK GDPR/Data Protection, the requirements of Cabinet Office PPN 014: Cyber essentials scheme - GOV.UK dated February 2025, or any subsequent updated document, are mandated, and the Provider will work towards meeting the requirements of Cyber Essentials during the 2025/26 Funding Year and present the evidence to the Department on request. The scope must be relevant to the submission of data to the Department, including an allowance for a sub-set scope if appropriate.</p>	Schedule 5: Security & Department Policies
Paragraph 1.2	<p>Paragraph 1.2 has been amended:</p> <p>1.2 The Provider must select its Subcontractors fairly and without discrimination and must comply with any Procurement Law that may apply when doing so, including where the Provider is a contracting authority under Procurement Law.</p>	Schedule 7: Subcontracting
Paragraphs 1.5 and 1.6	<p>Paragraph 1.5 has been amended and split into a new Paragraph 1.6:</p> <p>1.5 The Provider must enter into a direct contractual relationship by way of a Subcontract with all of its Subcontractors before any Subcontractor commences the delivery of the subcontracted Services, and such Subcontracts shall comply with the requirements set out in Paragraph 1.8 below.</p>	Schedule 7: Subcontracting

Section	Change	Clause Reference
	1.6 The Services to be delivered with the Funding provided under this Agreement may only be subcontracted to one level. Accordingly, the Provider must ensure that its Subcontractors do not further Subcontract any of the Subcontractor's Services to other suppliers.	
Paragraph 1.7	Paragraph 1.7 has been deleted.	Schedule 7: Subcontracting
Paragraphs 1.8.2 to 1.8.5	Paragraphs 1.8.2 to 1.8.4 have been added and Paragraph 1.8.5 has been amended: 1.8.2 where applicable, terms that comply with the requirements of Clause 15.12.2 (Modern Slavery); 1.8.3 an obligation for the Subcontractor to comply with the Department Policies and Subcontractor Policies; 1.8.4 where a Provider is a contracting authority as determined by Procurement Law, provisions that comply with the requirements of such Procurement Law; 1.8.5 payment provisions such that the Provider must pay the Subcontractor within 30 days of receiving a valid invoice, unless compliance with Paragraph 1.8.4 will require otherwise;	Schedule 7: Subcontracting
Paragraphs 1.28.1 and 1.28.2	Paragraph 1.28.1 and 1.28.2 have been amended: 1.28.1 The Provider will advertise on Find a Tender Service all Subcontract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Contract Period.	Schedule 7: Subcontracting

Section	Change	Clause Reference
	1.28.2 Once a Subcontract has been awarded, the Provider will update the notice on Find a Tender Service with the details of the successful Subcontractor.	
Paragraph 1.29	<p>Paragraph 1.29 has been amended:</p> <p>1.29 If the aggregate total of all Subcontractors delivering the Services that are funded on the Provider's behalf exceeds or is anticipated to exceed £100,000 in any academic year, the Provider must meet the requirements detailed in ESFA subcontracting standard - GOV.UK. The £100,000 threshold includes Apprenticeships, DfE administered Adult Skills Fund and 16 to 19 provision subcontracted by the Provider.</p>	Schedule 7: Subcontracting

Conditions of Funding (Grant) (Trusts):

Section	Change	Clause Reference
Entire Agreement	All references to “ESFA” and “Education and Skills Funding Agency” have been deleted throughout the Agreement, effective from the closure of the ESFA on 31 March 2025.	Entire Agreement
Clauses 1.5 and 1.6	Clauses 1.5 and 1.6 have been deleted.	Part 1: Terms and Conditions
Clause 4.1.8	Clause 4.1.8 has been amended: 4.1.8 The Department may implement an increase or a reduction in funding as set out in the Funding Rules through a notification and not a variation pursuant to Clause 42 (Amendments to this Agreement).	4 Payment, Funding and Audit
Clauses 18.1 and 18.2	Clauses 18.1 and 18.2 have been amended. The first sentence of Clause 18.1 has been moved from Clause 18.2 but remains unchanged. 18.1 Ofsted may, at any time during the Agreement Period, undertake an inspection of the Provider. When the Provider receives notification from an Inspectorate that the Services are to be inspected, the Provider will inform the Department of the same and , on request, provide the Department with details of its quality improvement activity, and any other relevant information in accordance with the required timescale of the Inspectorate. The Provider must promptly notify the Department via the Customer Help Portal: Home - Customer Help Portal of the date of the meeting at which an Inspectorate gives feedback on the inspection and allow the Department’s nominated representative to attend the meeting. The Provider must confirm to the Department in writing the outcome of the inspection within 5 Working Days of receiving the feedback from the Inspectorate.	18 Inspections

Section	Change	Clause Reference
	18.2 The Department will consider the outcome of any such inspection in the manner set out in Clauses 18.3 to 18.11.	
Clauses 18.3 and 18.4	<p>Clauses 18.3 and 18.4, together with all Sub-Clauses, have been added:</p> <p>Requires improvement in part</p> <p>18.3 Where Ofsted has published its assessment and concluded that for two consecutive assessments the Services require improvement in any graded sub-judgement, the Department may, in its absolute discretion take one or more of the following actions:</p> <p>18.3.1 require the Provider to accept and comply with additional conditions of funding relating to the improvement of the Services assessed as requires improvement; and/or</p> <p>18.3.2 require the Provider to suspend the recruitment of Learners to, and/or to cap any growth in, the Services which is assessed as requires improvement; and/or</p> <p>18.3.3 give consideration to the Services which are assessed as requires improvement in its allocations when finalising the amount of Funding in any subsequent agreements between the Parties; and/or</p> <p>18.3.4 reduce, suspend or recover payment to the Provider in respect of that part of the Services assessed as requires improvement in accordance with the provisions of this Agreement; and/or</p> <p>18.3.5 terminate the Agreement in accordance with Clause 33.3.4.</p> <p>Requires improvement overall</p> <p>18.4 Where Ofsted has published its assessment and concluded that for two consecutive assessments the Services require improvement overall, the</p>	18 Inspections

Section	Change	Clause Reference
	<p>Department may, in its absolute discretion take one or more of the following actions:</p> <p>18.4.1 require the Provider to accept and comply with additional conditions of funding relating to the improvement of the overall Services; and/or</p> <p>18.4.2 require the Provider to suspend the recruitment of Learners to, and/or to cap any growth in, the Services which are assessed as requires improvement; and/or</p> <p>18.4.3 give consideration to the Services which are assessed as requires improvement in its allocations when finalising the amount of Funding in any subsequent agreements between the Parties; and/or</p> <p>18.4.4 reduce, suspend or recover payment to the Provider in accordance with the provisions of this Agreement; and/or</p> <p>18.4.5 terminate this Agreement in accordance with Clause 33.3.5 (Termination).</p>	
<p>Clause 18.8 <i>(previously Clause 18.6)</i></p>	<p>Clause 18.8 has been amended:</p> <p>18.8 The failure of the Provider, as assessed by the Department, to comply with any requirements of Clauses 18.3.1, 18.4.1, 18.5.1 or 18.7.1 (requirement to accept and comply with additional conditions of funding relating to the improvement of the Services) within such time as the Department may deem reasonable may lead to the Department taking such actions as it deems appropriate which may include, but is not limited to, terminating the Agreement pursuant to Clause 33.3.8 (Termination).</p>	<p>18 Inspections</p>

Section	Change	Clause Reference
Clause 18.9	<p>Clause 18.9 has been added:</p> <p>18.9 The failure of the Provider, as assessed by the Department, to comply with any requirements of Clauses 18.3.2, 18.4.2, 18.5.2 or 18.7.2 (requirement to suspend the recruitment of Learners to, and/or to cap any growth in, the Services) within such time as the Department may deem reasonable may lead to the Department taking such actions as it deems appropriate which may include, but is not limited to, terminating the Agreement pursuant to Clause 33.3.9 (Termination).</p>	18 Inspections
Clause 18.10 <i>(previously Clause 18.7)</i>	<p>Clause 18.10 has been amended:</p> <p>18.10 The Department will take action based on the Inspectorate's published outcomes as set out in Clause 18.7 above. Where the Department is made aware that the Provider has made a complaint about the graded outcome of the overall assessment by Ofsted, the Department will continue to consider what action it needs to take under this Agreement but will be mindful of the implications arising from the outcome of a complaint. The Department will review any decisions made at such time as outcomes of any complaint are made known.</p>	18 Inspections
Clauses 18.12.1 to 18.12.3	<p>Clauses 18.12.1 to 18.12.3 have been added:</p> <p>18.12.1 suspend the payment of Funding for current Learners for a specified period;</p> <p>18.12.2 not consider any applications or pay any Funding for new Learners for a specified period;</p> <p>18.12.3 require the Provider to enter into a Subcontracting arrangement with another main provider or employer-provider in order to ensure that</p>	18 Inspections

Section	Change	Clause Reference
	there is minimal disruption to the training delivered to the Provider's current Learners;	
Clause 19.1 and Sub-Clause 19.1.6	<p>Clause 19.1 has been amended and Sub-Clause 19.1.6 has been added:</p> <p>19.1 The Provider must immediately notify the Department in writing where the Provider becomes aware of any instance of suspected fraud or financial irregularity in the delivery of the Agreement including, but not limited to, cases of:</p> <p>19.1.6 any reported financial irregularities, ILR data errors and/or funding errors that have been identified either internally or externally by a third party through internal/external audit or other reviews;</p>	19 Fraud and Irregularity
Clause 32.1.2 (a)	<p>Clause 32.1.2 (a) has been amended:</p> <p>(a) about the standard of Services that the Provider and/or a Subcontractor is delivering or has delivered including in respect of one or more standard or framework; and/or</p>	32 Withholding, Suspension and Repayment of Funding
Clause 32.1.3	<p>Clause 32.1.3 has been amended:</p> <p>32.1.3 an Awarding Organisation is taking remedial and/or enforcement action against the Provider and/or a Subcontractor;</p>	32 Withholding, Suspension and Repayment of Funding
Clause 32.5.1	<p>Clause 32.5.1 has been amended:</p> <p>32.5.1 suspend the payment of Funding to the Provider in part and/or for a specified period in relation to current Learners; and/or</p>	32 Withholding, Suspension and Repayment of Funding
Clauses 33.3.4 to 33.3.9	Clauses 33.3.4 to 33.3.9 have been added:	33 Termination

Section	Change	Clause Reference
	<p>33.3.4 where the circumstances set out in Clause 18.3 applies (two consecutive Ofsted inspections result in part of the Services being assessed as “requires improvement”);</p> <p>33.3.5 where the circumstances set out in Clause 18.4 applies (two consecutive Ofsted inspections result in the Services being assessed as overall “requires improvement”);</p> <p>33.3.6 where the circumstances set out in Clause 18.5 applies (an Ofsted inspection results in part of the Services being assessed as “inadequate”);</p> <p>33.3.7 where the circumstances set out in Clause 18.7 applies (an Ofsted inspection results in the Services being assessed as overall “inadequate”);</p> <p>33.3.8 where the circumstances set out in Clause 18.8 applies (failure to accept and comply with additional conditions of funding relating to the improvement of the Services);</p> <p>33.3.9 where the circumstances set out in Clause 18.9 applies (failure to suspend the recruitment of Learners and/or to cap any growth in the Services);</p>	
<p>Clause 33.3.10 (previously Clause 33.3.4)</p>	<p>Clause 33.3.10 has been amended to remove the reference to Clauses 18.3, 18.5, 18.3.5 and 18.5.5:</p> <p>33.3.10 in accordance with any of the rights set out in Clauses 5.1.6 (Submission of Learner Data) or 20.2.4 (Enquiries, Investigations and Inspections);</p>	<p>33 Termination</p>
<p>Clause 33.3.5</p>	<p>Clause 33.3.5 has been deleted.</p>	<p>33 Termination</p>

Section	Change	Clause Reference
Clause 35.2	<p>Clause 35.2 has been amended:</p> <p>35.2 On (i) either Party giving notice of termination for any reason; or (ii) 30 days before the Expiry Date, the Provider shall do its utmost to minimise any disruption to Learners and shall co-operate fully with any reasonable requests made by the Department relating to this. For the avoidance of doubt the Department will be entitled to request that where the Provider cannot complete Learners that it will co-operate in transferring the Learners to a new provider even if this is prior to the Termination Date or Expiry Date of this Agreement and the Provider's Exit Plan should reflect this. The Department will not be liable for any costs prior to or after the Termination Date or Expiry Date incurred by the Provider in complying with this Clause 35.2.</p>	35 Exit Arrangements
"Contracts Finder"	Definition has been renamed "Find a Tender Service".	Schedule 1: Definitions
"Insolvency Event"	<p>Definition has been amended:</p> <p>means, in respect of the Provider and as updated from time to time by the Law:</p> <p>(a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>(b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>(c) a petition is presented for its winding up (which is not dismissed within 14 Working Days of its service) or an application is made for the appointment</p>	Schedule 1: Definitions

Section	Change	Clause Reference
	<p>of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>(d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>(e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>(f) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>(g) it suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts; or:</p> <p style="padding-left: 40px;">a. (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or</p> <p style="padding-left: 40px;">b. (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; or</p> <p>(h) a creditor or encumbrancer attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; or</p> <p>(i) where the Provider or a Subcontractor is an individual:</p> <p style="padding-left: 40px;">a. if a petition is presented for the Provider's or a Subcontractor's bankruptcy; or</p>	

Section	Change	Clause Reference
	<ul style="list-style-type: none"> b. if a criminal bankruptcy order is made against the Provider or a Subcontractor; or c. if the Provider or a Subcontractor makes any composition or arrangements with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors; or d. if an administrator is appointed to manage the affairs of the Provider or a Subcontractor; or (j) where the Provider or Subcontractor is not an individual but is a firm or a number of persons acting together in any capacity: if any of the events mentioned in paragraphs (a)-(h) above occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Provider or Subcontractor to be wound up as an unregistered company; or (k) any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above. 	
“Procurement Law”	Definition has been added: means the Public Contract Regulations 2015 or the Procurement Act 2023, as applicable;	Schedule 1: Definitions
“Subcontracting”	Definition has been amended: means the delivery of learning by a separate legal entity to the Provider , irrespective of whether such learning is provided by a third party recruited to deliver on site (travel to teach), online learning or whether it is described as a service;	Schedule 1: Definitions

Section	Change	Clause Reference
“Subcontractor”	Definition has been amended: means a separate legal entity or an individual (not an employee) that has an agreement (called a Subcontract) with the Provider to deliver any element of the Services paid for by the Funding . A separate legal entity includes but is not limited to companies in the Provider’s group, other associated companies and sole traders. An individual could include a person who is a sole trader, self-employed, a freelancer or someone who is employed by an agency, unless those individuals are working under the Provider’s direct management and control in the same way as the Provider’s own employees. This does not include relationships between the Provider and other third parties providing services such as marketing;	Schedule 1: Definitions
“CPA” “Commercial Product Assurance” [formerly called “CESG Product Assurance”]	Definition has been deleted.	Schedule 5: Security & Department Policies
Paragraph 1.2	Paragraph 1.2 has been amended to include the updated Procurement Policy Note for the Cyber Essentials Scheme: 1.2. In the collection and processing of the data set out in Schedule 4: UK GDPR/Data Protection, the requirements of Cabinet Office PPN 014: Cyber essentials scheme - GOV.UK dated February 2025 , or any subsequent updated document, are mandated, and the Provider will work towards meeting the requirements of Cyber Essentials during the 2025/26 Funding Year and present the evidence to the Department on request. The scope must be relevant to the submission of data to the Department, including an allowance for a sub-set scope if appropriate.	Schedule 5: Security & Department Policies

Section	Change	Clause Reference
Paragraph 1.2	<p>Paragraph 1.2 has been amended:</p> <p>1.2. The Provider must select its Subcontractors fairly and without discrimination and must comply with any Procurement Law that may apply when doing so, including where the Provider is a contracting authority under Procurement Law.</p>	Schedule 7: Subcontracting
Paragraphs 1.5 and 1.6	<p>Paragraph 1.5 has been amended and split into a new Paragraph 1.6:</p> <p>1.5. The Provider must enter into a direct contractual relationship by way of a Subcontract with all of its Subcontractors before any Subcontractor commences the delivery of the subcontracted Services, and such Subcontracts shall comply with the requirements set out in Paragraph 1.8 below.</p> <p>1.6. The Services to be delivered with the Funding provided under this Agreement may only be subcontracted to one level. Accordingly, the Provider must ensure that its Subcontractors do not further Subcontract any of the Subcontractor's Services to other suppliers.</p>	Schedule 7: Subcontracting
Paragraph 1.7	Paragraph 1.7 has been deleted.	Schedule 7: Subcontracting
Paragraphs 1.8.2 to 1.8.5	<p>Paragraphs 1.8.2 to 1.8.4 have been added and Paragraph 1.8.5 has been amended:</p> <p>1.8.2. where applicable, terms that comply with the requirements of Clause 15.11.2 (Modern Slavery);</p> <p>1.8.3. an obligation for the Subcontractor to comply with the Department Policies and Subcontractor Policies;</p>	Schedule 7: Subcontracting

Section	Change	Clause Reference
	<p>1.8.4. where a Provider is a contracting authority as determined by Procurement Law, provisions that comply with the requirements of such Procurement Law;</p> <p>1.8.5. payment provisions such that the Provider must pay the Subcontractor within 30 days of receiving a valid invoice, unless compliance with Paragraph 1.8.4 will require otherwise;</p>	
<p>Paragraphs 1.28.1 and 1.28.2</p>	<p>Paragraphs 1.28.1 and 1.28.2 have been amended:</p> <p>1.28.1. The Provider will advertise on Find a Tender Service all Subcontract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Agreement Period.</p> <p>1.28.2. Once a Subcontract has been awarded, the Provider will update the notice on Find a Tender Service with the details of the successful Subcontractor.</p>	<p>Schedule 7: Subcontracting</p>
<p>Paragraph 1.29</p>	<p>Paragraph 1.29 has been amended:</p> <p>1.29. If the aggregate total of all Subcontractors delivering the Services that are funded on the Provider's behalf exceeds or is anticipated to exceed £100,000 in any academic year, the Provider must meet the requirements detailed in ESFA subcontracting standard - GOV.UK. The £100,000 threshold includes Apprenticeships, DfE administered Adult Skills Fund and 16 to 19 provision subcontracted by the Provider.</p>	<p>Schedule 7: Subcontracting</p>

Accountability Agreement (Colleges):

Section	Change	Clause Reference
Entire Agreement	All references to “ESFA” and “Education and Skills Funding Agency” have been deleted throughout the Agreement, effective from the closure of the ESFA on 31 March 2025.	Entire Agreement
Entire Agreement	All references to the “Post-16 audit code of practice” have been deleted following its withdrawal on 26 March 2025 and replaced with the “ College financial handbook - Guidance - GOV.UK ”.	Entire Agreement
Clauses 1.5 and 1.6	Clauses 1.5 and 1.6 have been deleted	Section 1: Terms and Conditions
Clause 4.1.9	Clause 4.1.9 has been amended: 4.1.9 The Department may implement an increase or a reduction in funding as set out in the Funding Rules through a notification and not a variation pursuant to Clause 41 (Amendments to this Agreement).	4 Payment, Funding and Audit
Clause 18.1 and Sub-Clause 18.1.6	Clause 18.1 has been amended and Sub-Clause 18.1.6 has been added: 18.1 The College must immediately notify the Department in writing where the College becomes aware of any instance of suspected fraud or financial irregularity in the delivery of the Agreement including, but not limited to, cases of: 18.1.6 any reported financial irregularities, ILR Data errors and/or funding errors that have been identified either internally or externally by a third party through internal/external audit or other reviews;	18 Fraud and Irregularity

Section	Change	Clause Reference
Clause 31.1.2 (a)	Clause 31.1.2 (a) has been amended: (a) about the standard of Services that the College and/or a Subcontractor is delivering or has delivered including in respect of one or more standard or framework; and/or	31 Withholding, Suspension and Repayment of Funding
Clause 31.1.3	Clause 31.1.3 has been amended: 31.1.3 an Awarding Organisation is taking remedial and/or enforcement action against the College and/or a Subcontractor ;	31 Withholding, Suspension and Repayment of Funding
Clause 31.5.1	Clause 31.5.1 has been amended: 31.5.1 suspend the payment of Funding to the College in part and/or for a specified period in relation to current Learners; and/or	31 Withholding, Suspension and Repayment of Funding
Clause 34.2	Clause 34.2 has been amended: 34.2 On (i) either Part giving notice of termination for any reason; or (ii) 30 days before the Expiry Date , the College shall do its utmost to minimise any disruption to Learners and shall co-operate fully with any reasonable requests made by the Department relating to this. For the avoidance of doubt the Department will be entitled to request that where the College cannot complete Learners that it will co-operate in transferring the Learners to a new provider even if this is prior to the Termination Date or Expiry Date of this Agreement and the College's Exit Plan should reflect this. The Department will not be liable for any costs prior to or after the Termination Date or Expiry Date incurred by the College in complying with this Clause 34.2.	34 Exit Arrangements

Section	Change	Clause Reference
“Contracts Finder”	Definition has been renamed “Find a Tender Service”.	Schedule 1: Definitions
“Insolvency Event”	<p>Definition has been amended: means, in respect of the College and as updated from time to time by the Law:</p> <ul style="list-style-type: none"> (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or (c) a petition is presented for its winding up (which is not dismissed within 14 Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or (f) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or 	Schedule 1: Definitions

Section	Change	Clause Reference
	<p>(g) it suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <ul style="list-style-type: none"> a. (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or b. (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; or <p>(h) a creditor or encumbrancer attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; or</p> <p>(i) where the College or a Subcontractor is an individual:</p> <ul style="list-style-type: none"> a. if a petition is presented for the College's or a Subcontractor's bankruptcy; or b. if a criminal bankruptcy order is made against the College or a Subcontractor; or c. if the College or a Subcontractor makes any composition or arrangements with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or d. if an administrator is appointed to manage the affairs of the College or a Subcontractor; or <p>(j) where the College or Subcontractor is not an individual but is a firm or a number of persons acting together in any capacity: if any of the events mentioned in paragraphs (a)-(h) above occurs in</p>	

Section	Change	Clause Reference
	<p>respect of any partner in the firm or any of those persons or a petition is presented for the College or Subcontractor to be wound up as an unregistered company; or</p> <p>(k) any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p> <p>in so far as the College is a further education corporation, the above shall apply as amended by the Technical and Further Education Act 2017;</p>	
"Procurement Law"	<p>Definition has been added:</p> <p>means the Public Contract Regulations 2015 or the Procurement Act 2023, as applicable;</p>	Schedule 1: Definitions
"Subcontracting"	<p>Definition has been amended:</p> <p>means the delivery of learning by a separate legal entity to the College, irrespective of whether such learning is provided by a third party recruited to deliver on site (travel to teach), online learning or whether it is described as a service;</p>	Schedule 1: Definitions
"Subcontractor"	<p>Definition has been amended:</p> <p>means a separate legal entity or an individual (not an employee) that has an agreement (called a Subcontract) with the College to deliver any element of the Services paid for by the Funding. A separate legal entity includes but is not limited to companies in the College's group, other associated companies and sole traders. An individual could include a person who is a sole trader, self-employed, a freelancer or someone who is employed by an agency, unless those individuals are working under the College's direct management and control in the same way as the College's own employees. This does not include</p>	Schedule 1: Definitions

Section	Change	Clause Reference
	relationships between the College and other third parties providing services such as marketing;	
“CPA” “Commercial Product Assurance” [formerly called “CESG Product Assurance”]	Definition has been deleted.	Schedule 5: Security & Department Policies
Paragraph 1.2	<p>Paragraph 1.2 has been amended to include the updated Procurement Policy Note for the Cyber Essentials Scheme:</p> <p>1.2 In the collection and processing of the data set out in Schedule 4 (UK GDPR /Data Protection), the requirements of Cabinet Office PPN 014: Cyber essentials scheme - GOV.UK dated February 2025, or any subsequent updated document, are mandated, and the College will achieve Cyber Essentials certification during the 2025/26 Funding Year and present the evidence to the Department on request. The scope must be relevant to the submission of data to the Department, including an allowance for a sub-set scope if appropriate.</p>	Schedule 5: Security & Department Policies
Paragraph 1.1	<p>Paragraph 1.1 has been amended:</p> <p>1.1 As the Accounting Officer of the Department for Education, its Permanent Secretary is personally accountable for assuring Parliament that the use of funds which the Department receives from the Secretary of State is consistent with the Secretary of State’s statutory remit and any conditions imposed by the Secretary of State. The Department’s Accounting Officer is also responsible for the use of funds and regularity and propriety of expenditure in respect of the college sector as a whole.</p>	Schedule 7: College Governance

Section	Change	Clause Reference
Paragraphs 4.1 and 4.2	<p>Paragraphs 4.1 and 4.2 have been amended to reference to “College financial handbook - Guidance - GOV.UK”:</p> <p>4.1 The Governing Body will require the accounting officer to take personal responsibility, which will not be delegated, to assure them that there is compliance with the Department’s Conditions of Funding and the College financial handbook – Guidance – GOV.UK. The accounting officer may be required to appear before the Parliamentary Committee of Public Accounts on matters relating to the College’s use of funds.</p> <p>4.2 The accounting officer will be responsible for advising the Governing Body in writing if at any time, in their opinion, any action or policy under consideration by the Governing Body is incompatible with the Department’s Conditions of Funding or the College financial handbook - Guidance - GOV.UK. If the accounting officer has evidence that the Governing Body is acting, or intending to act, in breach of the Department’s Conditions of Funding or the College financial handbook - Guidance - GOV.UK, the accounting officer must inform the Department’s Chief Executive in writing as soon as is reasonably practicable.</p>	Schedule 7: College Governance
Paragraph 8.1	<p>Paragraph 8.1 has been amended:</p> <p>8.1 The Department shall specify in the College accounts direction - GOV.UK and the Framework for auditors and reporting accountants of colleges - GOV.UK its requirements as to the information to be contained in the College’s financial statements and how they should be reported.</p>	Schedule 7: College Governance
Paragraph 1.2	<p>Paragraph 1.2 has been amended:</p> <p>1.2. The College must select its Subcontractors fairly and without discrimination and must comply with any Procurement Law that may</p>	Schedule 8: Subcontracting

Section	Change	Clause Reference
	apply when doing so, including where the College is a contracting authority under Procurement Law .	
Paragraphs 1.5 and 1.6	<p>Paragraph 1.5 has been amended and split into a new Paragraph 1.6:</p> <p>1.5. The College must enter into a direct contractual relationship by way of a Subcontract with all of its Subcontractors before any Subcontractor commences the delivery of the subcontracted Services, and such Subcontracts shall comply with the requirements set out in Paragraph 1.8 below.</p> <p>1.6. The Services to be delivered with the Funding provided under this Agreement may only be subcontracted to one level. Accordingly, the College must ensure that its Subcontractors do not further Subcontract any of the Subcontractor's Services to other suppliers.</p>	Schedule 8: Subcontracting
Paragraph 1.7	Paragraph 1.7 has been deleted.	Schedule 8: Subcontracting
Paragraphs 1.8.2 to 1.8.5	<p>Paragraphs 1.8.2 to 1.8.4 have been added and Paragraph 1.8.5 has been amended:</p> <p>1.8.2 where applicable, terms that comply with the requirements of Clause 15.11.2 (Modern Slavery);</p> <p>1.8.3. an obligation for the Subcontractor to comply with the Department Policies and Subcontractor Policies;</p> <p>1.8.4. where a College is a contracting authority as determined by Procurement Law, provisions that comply with the requirements of such Procurement Law;</p>	Schedule 8: Subcontracting

Section	Change	Clause Reference
	1.8.5. payment provisions such that the College must pay the Subcontractor within 30 days of receiving a valid invoice, unless compliance with Paragraph 1.8.4 will require otherwise;	
Paragraphs 1.28.1 and 1.28.2	<p>Paragraph 1.28.1 and 1.28.2 have been amended:</p> <p>1.28.1. The College will advertise on Find a Tender Service all Subcontract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Agreement Period.</p> <p>1.28.2. Once a Subcontract has been awarded, the College will update the notice on Find a Tender Service with the details of the successful Subcontractor.</p>	Schedule 8: Subcontracting
Paragraph 1.29	<p>Paragraph 1.29 has been amended:</p> <p>1.29. If the aggregate total of all Subcontractors delivering the Services that are funded on the College's behalf exceeds or is anticipated to exceed £100,000 in any academic year, the College must meet the requirements detailed in ESFA subcontracting standard - GOV.UK. The £100,000 threshold includes Apprenticeships, DfE administered Adult Skills Fund and 16 to 19 provision subcontracted by the College.</p>	Schedule 8: Subcontracting

Accountability Agreement (Local Authorities):

Section	Change	Clause Reference
Entire Agreement	All references to “ESFA” and “Education and Skills Funding Agency” have been deleted throughout the Agreement, effective from the closure of the ESFA on 31 March 2025.	Entire Agreement
Clauses 1.5 and 1.6	Clauses 1.5 and 1.6 have been deleted.	Section 1: Terms and Conditions
Clause 4.1.8	Clause 4.1.8 has been amended 4.1.8 The Department may implement an increase or a reduction in funding as set out in the Funding Rules through a notification and not a variation pursuant to Clause 42 (Amendments to this Agreement).	4 Payment, Funding and Audit
Clause 8.2.1	Clause 8.2.1 has been amended to remove the reference to “ Post-16 audit code of practice - GOV.UK ” following its withdrawal on 26 March 2025: 8.2.1 The Department, the European Commission, the European Court of Auditors and/or a Crown Body may at any time conduct (whether itself or by its agents, consultants or advisers) audits for the following purposes:-	8 Provider’s Records and Audit
Clauses 18.2 and 18.3	Clauses 18.2 and 18.3 have been amended. The first sentence of Clause 18.2 has been moved from Clause 18.3 but remains unchanged. 18.2 Ofsted may, at any time during the Agreement Period, undertake an inspection of the Provider. When the Provider receives notification from an Inspectorate that the Services are to be inspected, the Provider will inform the Department of the same and , on request, provide the Department with details of its quality improvement activity, and any other relevant information in accordance with the required timescale of the	18 Inspections

Section	Change	Clause Reference
	<p>Inspectorate. The Provider must promptly notify the Department via the Customer Help Portal: Home - Customer Help Portal of the date of the meeting at which an Inspectorate gives feedback on the inspection and allow the Department's nominated representative to attend the meeting. The Provider must confirm to the Department in writing the outcome of the inspection within 5 Working Days of receiving the feedback from the Inspectorate.</p> <p>18.3 The Department will consider the outcome of any such inspection in the manner set out in Clauses 18.4 to 18.12.</p>	
<p>Clauses 18.4 and 18.5</p>	<p>Clauses 18.4 and 18.5, together with all Sub-Clauses, have been added:</p> <p>Requires improvement in part</p> <p>18.4 Where Ofsted has published its assessment and concluded that for two consecutive assessments the Services require improvement in any graded sub-judgement, the Department may, in its absolute discretion take one or more of the following actions:</p> <p>18.4.1 require the Provider to accept and comply with additional conditions of funding relating to the improvement of the Services assessed as requires improvement; and/or</p> <p>18.4.2 require the Provider to suspend the recruitment of Learners to, and/or to cap any growth in, the Services which is assessed as requires improvement; and/or</p> <p>18.4.3 give consideration to the Services which are assessed as requires improvement in its allocations when finalising the amount of Funding in any subsequent agreements between the Parties; and/or</p>	<p>18 Inspections</p>

Section	Change	Clause Reference
	<p>18.4.4 reduce, suspend or recover payment to the Provider in respect of that part of the Services assessed as requires improvement in accordance with the provisions of this Agreement; and/or</p> <p>18.4.5 terminate the Agreement in accordance with Clause 33.3.4.</p> <p>Requires improvement overall</p> <p>18.5 Where Ofsted has published its assessment and concluded that for two consecutive assessments the Services require improvement overall, the Department may, in its absolute discretion take one or more of the following actions:</p> <p>18.5.1 require the Provider to accept and comply with additional conditions of funding relating to the improvement of the overall Services; and/or</p> <p>18.5.2 require the Provider to suspend the recruitment of Learners to, and/or to cap any growth in, the Services which are assessed as requires improvement; and/or</p> <p>18.5.3 give consideration to the Services which are assessed as requires improvement in its allocations when finalising the amount of Funding in any subsequent agreements between the Parties; and/or</p> <p>18.5.4 reduce, suspend or recover payment to the Provider in accordance with the provisions of this Agreement; and/or</p> <p>18.5.5 terminate this Agreement in accordance with Clause 33.3.5 (Termination).</p>	
<p>Clause 18.9 (previously Clause 18.7)</p>	<p>Clause 18.9 has been amended:</p>	<p>18 Inspections</p>

Section	Change	Clause Reference
	<p>18.9 The failure of the Provider, as assessed by the Department, to comply with any requirements of Clauses 18.4.1, 18.5.1, 18.6.1 or 18.8.2 (requirement to accept and comply with additional conditions of funding relating to the improvement of the Services) within such time as the Department may deem reasonable may lead to the Department taking such actions as it deems appropriate which may include, but is not limited to, terminating the Agreement pursuant to Clause 33.3.8 (Termination).</p>	
<p>Clause 18.10</p>	<p>Clause 18.10 has been added:</p> <p>18.10 The failure of the Provider, as assessed by the Department, to comply with any requirements of Clauses 18.4.2, 18.5.2, 18.6.2 or 18.8.3 (requirement to suspend the recruitment of Learners to, and/or to cap any growth in, the Services) within such time as the Department may deem reasonable may lead to the Department taking such actions as it deems appropriate which may include, but is not limited to, terminating the Agreement pursuant to Clause 33.3.9 (Termination).</p>	<p>18 Inspections</p>
<p>Clause 18.11 <i>(previously Clause 18.8)</i></p>	<p>Clause 18.11 has been amended:</p> <p>18.11 The Department will take action based on the Inspectorate's published outcomes as set out in Clause 18.8 above. Where the Department is made aware that the Provider has made a complaint about the graded outcome of the overall assessment by Ofsted, the Department will continue to consider what action it needs to take under this Agreement but will be mindful of the implications arising from the outcome of a complaint. The Department will review any decisions made at such time as outcomes of any complaint are made known.</p>	<p>18 Inspections</p>

Section	Change	Clause Reference
Clauses 18.13.1 to 18.13.3	<p>Clauses 18.13.1 to 18.13.3 have been added:</p> <p>18.13.1 suspend the payment of Funding for current Learners for a specified period;</p> <p>18.13.2 not consider any applications or pay any Funding for new Learners for a specified period;</p> <p>18.13.3 require the Provider to enter into a Subcontracting arrangement with another main provider or employer-provider in order to ensure that there is minimal disruption to the training delivered to the Provider's current Learners;</p>	18 Inspections
Clause 19.1 and Sub-Clause 19.1.6	<p>Clause 19.1 has been amended and Sub-Clause 19.1.6 has been added:</p> <p>19.1 The Provider must immediately notify the Department in writing where the Provider becomes aware of any instance of suspected fraud or financial irregularity in the delivery of the Agreement including, but not limited to, cases of:</p> <p>19.1.6 any reported financial irregularities, ILR Data errors and/or funding errors that have been identified either internally or externally by a third party through internal/external audit or other reviews;</p>	19 Fraud and Irregularity
Clause 32.1.2 (a)	<p>Clause 32.1.2 (a) has been amended:</p> <p>(a) about the standard of Services that the Provider and/or a Subcontractor is delivering or has delivered including in respect of one or more standard or framework; and/or</p>	32 Withholding, Suspension and Repayment of Funding

Clause 32.1.3	<p>Clause 32.1.3 has been amended:</p> <p>32.1.3 an Awarding Organisation is taking remedial and/or enforcement action against the Provider and/or a Subcontractor;</p>	32 Withholding, Suspension and Repayment of Funding
Clause 32.5.1	<p>Clause 32.5.1 has been amended:</p> <p>32.5.1 suspend the payment of Funding to the Provider in part and/or for a specified period in relation to current Learners; and/or</p>	32 Withholding, Suspension and Repayment of Funding
Clauses 33.3.4 to 33.3.9	<p>Clauses 33.3.4 to 33.3.9 have been added:</p> <p>33.3.4 where the circumstances set out in Clause 18.4 applies (two consecutive Ofsted inspections result in part of the Services being assessed as “requires improvement”);</p> <p>33.3.5 where the circumstances set out in Clause 18.5 applies (two consecutive Ofsted inspections result in the Services being assessed as overall “requires improvement”);</p> <p>33.3.6 where the circumstances set out in Clause 18.6 applies (an Ofsted inspection results in part of the Services being assessed as “inadequate”);</p> <p>33.3.7 where the circumstances set out in Clause 18.8 applies (an Ofsted inspection results in the Services being assessed as overall “inadequate”);</p> <p>33.3.8 where the circumstances set out in Clause 18.9 applies (failure to accept and comply with additional conditions of funding relating to the improvement of the Services);</p> <p>33.3.9 where the circumstances set out in Clause 18.10 applies (failure to suspend the recruitment of Learners and/or to cap any growth in the Services);</p>	33 Termination

Clause 33.3.10 <i>(previously Clause 33.3.4)</i>	<p>Clause 33.3.10 has been amended to remove the reference to Clauses 18.4, 18.6, 18.4.5 and 18.6.6:</p> <p>33.3.10 in accordance with any of the rights set out in Clauses 5.2.6 (Submission of Learner Data) or 20.2.4 (Enquiries, Investigations and Inspections);</p>	33 Termination
Clause 33.3.5	Clause 33.3.5 has been deleted.	33 Termination
Clause 35.3	<p>Clause 35.3 has been amended:</p> <p>35.3 On (i) either Party giving notice of termination for any reason; or (ii) 30 days before the Expiry Date, the Provider shall do its utmost to minimise any disruption to Learners and shall co-operate fully with any reasonable requests made by the Department relating to this. For the avoidance of doubt the Department will be entitled to request that where the Provider cannot complete Learners that it will co-operate in transferring the Learners to a new provider even if this is prior to the Termination Date or Expiry Date of this Agreement and the Provider's Exit Plan should reflect this. The Department will not be liable for any costs prior to or after the Termination Date or Expiry Date incurred by the Provider in complying with this Clause 35.3.</p>	35 Exit Arrangements
“Contracts Finder”	Definition has been renamed “Find a Tender Service”.	Schedule 1: Definitions
“Insolvency Event”	<p>Definition has been amended:</p> <p>means, in respect of the Provider and as updated from time to time by the Law:</p> <p>(a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>(b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed</p>	Schedule 1: Definitions

	<p>(other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>(c) a petition is presented for its winding up (which is not dismissed within 14 Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>(d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>(e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>(f) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>(g) it suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p style="padding-left: 40px;">a. (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p style="padding-left: 40px;">b. (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; or</p> <p>(h) a creditor or encumbrancer attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; or</p> <p>(i) where the Provider or a Subcontractor is an individual:</p>	
--	--	--

	<ul style="list-style-type: none"> a. if a petition is presented for the Provider's or a Subcontractor's bankruptcy; or b. if a criminal bankruptcy order is made against the Provider or a Subcontractor; or c. if the Provider or a Subcontractor makes any composition or arrangements with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or d. if an administrator is appointed to manage the affairs of the Provider or a Subcontractor; or <p>(j) where the Provider or Subcontractor is not an individual but is a firm or a number of persons acting together in any capacity: if any of the events mentioned in paragraphs (a)-(h) above occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Provider or Subcontractor to be wound up as an unregistered company; or</p> <p>(k) any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above.</p>	
"Procurement Law"	<p>Definition has been added:</p> <p>means the Public Contract Regulations 2015 or the Procurement Act 2023, as applicable;</p>	Schedule 1: Definitions
"Subcontracting"	<p>Definition has been amended:</p> <p>means the delivery of learning by a separate legal entity to the Provider, irrespective of whether such learning is provided by a third party recruited to deliver on site (travel to teach), online learning or whether it is described as a service.</p>	Schedule 1: Definitions

<p>“Subcontractor”</p>	<p>Definition has been amended:</p> <p>means a separate legal entity or an individual (not an employee) that has an agreement (called a Subcontract) with the Provider to deliver any element of the Services paid for by the Funding. A separate legal entity includes but is not limited to companies in the Provider’s group, other associated companies and sole traders. An individual could include a person who is a sole trader, self-employed, a freelancer or someone who is employed by an agency, unless those individuals are working under the Provider’s direct management and control in the same way as the Provider’s own employees. This does not include relationships between the Provider and other third parties providing services such as marketing;</p>	<p>Schedule 1: Definitions</p>
<p>“CPA” “Commercial Product Assurance” [formerly called “CESG Product Assurance”]</p>	<p>Definition has been deleted</p>	<p>Schedule 5: Security & Department Policies</p>
<p>Paragraph 1.2</p>	<p>Paragraph 1.2 has been amended to include the updated Procurement Policy Note for the Cyber Essentials Scheme:</p> <p>1.2 In the collection and processing of the data set out in Schedule 4 (UK GDPR/Data Protection), the requirements of Cabinet Office PPN 014: Cyber essentials scheme - GOV.UK dated February 2025, or any subsequent updated document, are mandated, and the Provider will work towards meeting the requirements of Cyber Essentials during the 2025/26 Funding Year and present the evidence to the Department on request. The scope must be relevant to the submission of data to the Department, including an allowance for a sub-set scope if appropriate.</p>	<p>Schedule 5: Security & Department Policies</p>

Paragraph 1.2	<p>Paragraph 1.2 has been amended:</p> <p>1.2. The Provider must select its Subcontractors fairly and without discrimination and must comply with any Procurement Law that may apply when doing so, including where the Provider is a contracting authority under Procurement Law.</p>	Schedule 7: Subcontracting
Paragraphs 1.5 and 1.6	<p>Paragraph 1.5 has been amended and split into a new Paragraph 1.6:</p> <p>1.5. The Provider must enter into a direct contractual relationship by way of a Subcontract with all of its Subcontractors before any Subcontractor commences the delivery of the subcontracted Services, and such Subcontracts shall comply with the requirements set out in Paragraph 1.8 below.</p> <p>1.6. The Services to be delivered with the Funding provided under this Agreement may only be subcontracted to one level. Accordingly, the Provider must ensure that its Subcontractors do not further Subcontract any of the Subcontractor's Services to other suppliers.</p>	Schedule 7: Subcontracting
Paragraph 1.7	Paragraph 1.7 has been deleted.	Schedule 7: Subcontracting
Paragraphs 1.8.2 to 1.8.5	<p>Paragraphs 1.8.2 to 1.8.4 have been added and Paragraph 1.8.5 has been amended:</p> <p>1.8.2 where applicable, terms that comply with the requirements of Clause 15.12.2 (Modern Slavery);</p> <p>1.8.3. an obligation for the Subcontractor to comply with the Department Policies and Subcontractor Policies;</p> <p>1.8.4. where a Provider is a contracting authority as determined by Procurement Law, provisions that comply with the requirements of such Procurement Law;</p>	Schedule 7: Subcontracting

	1.8.5. payment provisions such that the Provider must pay the Subcontractor within 30 days of receiving a valid invoice, unless compliance with Paragraph 1.8.4 will require otherwise;	
Paragraphs 1.28.1 and 1.28.2	<p>Paragraph 1.28.1 and 1.28.2 have been amended:</p> <p>1.28.1. The Provider will advertise on Find a Tender Service all Subcontract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Agreement Period.</p> <p>1.28.2. Once a Subcontract has been awarded, the Provider will update the notice on Find a Tender Service with the details of the successful Subcontractor.</p>	Schedule 7: Subcontracting
Paragraph 1.29	<p>Paragraph 1.29 has been amended:</p> <p>1.29. If the aggregate total of all Subcontractors delivering the Services that are funded on the Provider's behalf exceeds or is anticipated to exceed £100,000 in any academic year, the Provider must meet the requirements detailed in ESFA subcontracting standard - GOV.UK. The £100,000 threshold includes Apprenticeships, DfE administered Adult Skills Fund and 16 to 19 provision subcontracted by the Provider.</p>	Schedule 7: Subcontracting