SUB-CONTRACTUAL ARRANGEMENT

BETWEEN

SEXUAL HEALTH SERVICE PHARMACIES

AND

COVENTRY & WARWICKSHIRE PARTNERSHIP TRUST

FOR THE PROVISION OF

EMERGENCY HORMONAL CONTRACEPTION

1st April 2017 – 31st March 2018

Version: 4
1. Introduction

This Sub-Contractual agreement (SCA) has been developed to enable Pharmacy subcontractors and Coventry & Warwickshire Partnership Trust to provide free emergency hormonal contraception (EHC) to eligible young women residing within the Coventry boundary.

This SCA supersedes any previously commissioned Chlamydia screening in Coventry with effect from 1st April 2017 and will be reviewed 31st March 2018.

2. Parties to the sub-contract

<table>
<thead>
<tr>
<th>Commissioner</th>
<th>Sub-contractor</th>
</tr>
</thead>
</table>
| Coventry & Warwickshire Partnership Trust  
Integrated Community Health Services  
Integrated City of Coventry Health Centre site  
Stoney Stanton Road  
Coventry  
CV1 4FH | Name & Address of Pharmacy  
………………………………………………  
………………………………………………  
………………………………………………  
……………………………………………… |
| Postcode:…………………………………… | 

3. Lead Officers

The parties have nominated primary care lead officers for the day-to-day management of this EHC agreement. All communication pertinent to the management of this agreement will, as a minimum, be copied to these lead officers:

<table>
<thead>
<tr>
<th>Commissioner Lead Officer</th>
<th>Contracting Lead Officer</th>
<th>Sub-contractor Lead Officer</th>
</tr>
</thead>
</table>
| Lou Brack  
ISHS GP & Pharmacy Sub-Contracting Facilitator  
CWPT  
City of Coventry Health Centre site, Stoney Stanton Road, Coventry CV1 4FH  
Tel: 024769 61358  
Mary-Lou.Brack@covwarkpt.nhs.uk | Jaswinder Barn  
Contracting & Performance Coordinator  
CWPT  
Wayside House, Wilsons Lane, Coventry CV6 6NY  
Tel: 02476 536858  
Jaswinder.barn@covwarkpt.nhs.uk | ……………………………………  
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……………………………………………… |
4. Period of the Agreement

This agreement will commence from 1\textsuperscript{st} April 2017 and will continue for 12 months, until 31\textsuperscript{st} March 2018, unless terminated by the Commissioner or Sub-contractor giving 3 months written notice. The service will be subject to regular review.

5. Responsibilities of Sub-Contractor & Description of the service to be provided

The purpose of the Emergency Hormonal Contraception (EHC) Pharmacy service is to provide rapid access to emergency contraception in the under 25 age group, support the promotion of safer sexual practices, and signpost young women into appropriate services {E.g. British Pregnancy Advisory Service (BPAS), ISHS GP}

It is limited to persons residing within the Coventry boundary, and it is expected that the Pharmacist will signpost the ineligible client to their nearest service provision for EHC (If unable to provide or to meet patient choice) and for future contraceptive needs.

The EHC Pharmacy is required to ascribe to the Chlamydia and C-Card Service as an essential component of this sub-contract to offer integrated Sexual Health advice. The pharmacy will be expected to provide Opportunistic Chlamydia Screening to clients aged 15-24 and offer registration and distribution for C-card (young people aged 13-25)

A sub-contract detailing the Chlamydia Screening and C-Card distribution is available from the lead practitioner. Please refer to the Chlamydia Screening and C-Card distribution Sub Contractual Arrangement

The sub-contractor will deliver services in-line with the most recent best practice recommendations for Emergency Hormonal Contraception and sexual health services, as issued by the National Institute for Health and Clinical Excellence (NICE) The Faculty of Reproductive and Sexual Health Care (FRSH) and British Association of Sexual Health and HIV (BASHH)

1 Staffing requirements

The following qualification, training and evidence are essential and required to deliver the sub-contract.

1.1 Pharmacist registered with the General Pharmaceutical Council
1.2 Valid Disclosure and Barring Service (DBS) Clearance. It is the responsibility of the sub-contractor to ensure all deliverers hold a valid DBS. Coventry & Warwickshire Partnership Trust can support. Please call our Human Resources Team for more information on 024 7636 8943.
1.3 Declaration of competence (DOC) (HAG accreditation) completed for each pharmacist within the site submitted annually to sub-contract facilitator
1.4 Attendance at ASC and PGD training day within the last 3 years
1.5 Evidence of safeguarding training within the last 3 years
1.6 Annual update anaphylaxis
1.7 Understanding of Fraser Competence guidelines
1.8 All counter staff trained in C-Card registration and distribution, and opportunistic chlamydia screening

Premises requirements

To deliver the EHC consultations the pharmacy should have the following in place.

- Private consultation room
- Customer toilet facilities (desirable)
- Display EHC Service times and Confidentiality policy
- Computer access and printer
- Chaperone Policy
- On or offsite Storage of clinical records and written policy for the management and culling of same
- Infection control policy and evidence of infection control audit

Service requirements

1.9 The service can only be provided in a pharmacy approved by Coventry and Warwickshire Partnership Trust.

1.10 The service will be provided a minimum of 6 days per week and 2 of these days will offer late opening e.g. beyond 5pm, and provided at 75% of the total pharmacy opening time

1.11 Service access times will be reported to sub-contractor facilitator to enable publication to the CWPT website for signposting clients to their local service

1.12 The Lead Pharmacist is responsible for informing the sub-contractor facilitator where there may be changes to staffing that may affect service delivery, e.g. annual leave, maternity leave, Pharmacist leaving; at the earliest opportunity to support ongoing service provision or signpost to alternative venues.

1.13 EHC pharmacies will be a C-Card registration and distribution site. This will ensure all young people have the opportunity to access free condoms.

1.14 Community pharmacies will offer a user-friendly, non-judgmental, client-centred and confidential service.

1.15 EHC and pregnancy testing are provided by an accredited pharmacist at the specific, approved pharmacy operating, within the parameters of this service level agreement and in line with the EHC Patient Group Directions dated 2015.

1.16 If the EHC trained pharmacist(s) are not on site, then the EHC consultation and dispensing of drug cannot be delivered. However pregnancy testing, condom distribution
and Chlamydia screening packs (via C-Card) may be distributed by appropriately trained counter staff. Signposting to nearest alternative site for EHC should be undertaken or young person invited to return to the pharmacy at a time when pharmacist is back on site.

1.17 Client privacy and confidentiality is of paramount importance, and each pharmacy must use a private room for consultations and clearly display the confidentiality policy.

1.18 All consultations will be recorded using the electronic Pharm perform system and documentation of consultation will be in accordance with the General Pharmaceutical Council (GPhC) guidance Standards for documentation.

1.19 EHC Pharmacies will provide support and advice to people accessing the service, including advice on safer sex, advice on the use of regular contraceptive methods and signposting to other sexual health services, when required.

1.20 A copy of the client consultation will be printed and stored securely in the pharmacy premises.

1.21 EHC Pharmacies will link into existing local networks of sexual health and Integrated Sexual Health Services to ensure a robust and rapid referral pathway for people who need onward signposting to services that provide on-going contraception, for example Long Acting Reversible Contraception (LARC) and diagnosis and management of sexually transmitted infections (STIs).

1.22 Resources available to appropriately signpost clients for future health care Make Every Contact Count MECC, Smoking Cessation services, Sexual Health, Local GP for contraception registrants.

1.23 Chlamydia screening will be an ‘opt out’ element of the EHC consultation and any refusal for Chlamydia screens must be documented on the consultation form.

1.24 Forms should be printed off and stored confidentially in the pharmacy for 8 years following attendance (or until 26th birthday if attendance below age 18) Clients should sign the printed form.

1.25 Any client who is excluded from EHC PGDS must be referred onto sexual health services (either GP or Sexual Health Services) within 24 hours, with a completed appropriate PGD Exemption Form (embedded in the relevant PGD).

1.26 A copy of the anonymised exemption form must be sent to the Sub Contracted Service Lead on a quarterly basis.

1.27 Any client who has a positive pregnancy test should be referred on to (with consent) an appropriate service for advice and support within 24 hours with a completed Referral Form. Pregnancy tests will be provided to the Pharmacy from ISHS.
1.28 EHC pharmacies may receive a visit from a mystery shopper within the next twelve months to ensure their service is young person friendly and meets the ‘You're Welcome’ Quality Standards.

1.29 Pharmacy must follow Coventry and Warwickshire Partnership Trust Safeguarding Policies and refer all safeguarding issues to the Safeguarding Team; informing ISHS sub-contracting facilitator of the referral.

1.30 The pharmacy should be able to provide literature to patients requiring information on: Sexual health including contraception, STIs, Chlamydia, C-Card and on alternate locations where comprehensive screening and sexual health services are offered

**Information Governance**

The Sub-Contractor will provide evidence of staff training in Information Governance and confidentiality that meets the minimum requirements for Standard 112 of the Information Governance Toolkit (https://www.igt.hscic.gov.uk/resources/About%20the%20IG%20Toolkit.pdf) and/or will discuss with the Commissioner the completion of relevant training as required by the Commissioner, including Disclosure and Barring Service requirements where appropriate.

**Eligibility**

Before delivering a service, the sub-contractor must confirm the client’s eligibility. The eligibility check will include confirmation that the client:

- i. Is aged 13 or over and meets guidelines for Fraser Competence if below 16
- ii. Is aged 25 or below
- iii. Resides within the Coventry City boundary
- iv. Has attended for post coital contraception or a pregnancy test*

*If young person has attended for a pregnancy test, follow up and onward referral can be made to BPAS and / or GP.

6. **Governance Arrangements and Patient Identifiable Information**

Service user identifiable data will be managed in accordance with the law and established good practice in health and social care settings. Both the provider and commissioner will adhere to Freedom of Information Act 2000 (FOIA), the common law duty of confidence, Data Protection Act 1998 (DPA), Human Rights Act 2000 (HRA) and Caldicott Guidance. The parties acknowledge that they must assist each other in complying with the law, agree to general responsibilities and specific requirements relating to DPA, FOIA and Caldicott guidance in relation to all information exchanged between parties.
The Sub-Contractor must ensure they have appropriate security policies, procedures and/or controls in place to manage service user identifiable data in accordance with the Data Protection Act, the Caldicott Guidance and the provisions of the standards within the Information Governance Toolkit (currently Version 13 2015-16) – specifically Standard 110.

The Sub-Contractor will ensure that if they receive requests under the Data Protection Act 1998 Section 7 (Subject Access requests) they will liaise immediately with the Information Governance lead for the Commissioner (Partnership Trust) so that a coordinated response to all data held by the Trust and its subcontracted providers will be available under one request by the data subject.

The Sub-Contractor will ensure that if they receive requests under the Freedom of Information Act 2000 they will liaise immediately with the Information Governance Lead for the Commissioner/(Partnership Trust) so that all relevant information relating to the request and any exemptions that may apply are consistently applied and a response is made within the statutory timescales.

The Sub-Contractor will ensure that if they sustain an information security breach in regard to any Personal confidential data or organisationally sensitive data they will liaise immediately with the Information Governance Lead for the Commissioner(Partnership Trust) so that the relevant procedures for managing, investigating and reporting Information Governance SIRI breaches are adhered to promptly and effectively.

The Sub-Contractor will provide evidence of staff training in Information Governance and confidentiality that meets the minimum requirements for Standard 112 of the Information Governance Toolkit and/or will discuss with the Commissioner (Provider Trust) the completion of relevant training as required by the Commissioner, including Disclosure and Barring Service requirements where appropriate.

### 6. Audit

All pharmacies must record for EHC consultations and prescriptions:
- Date of consultation
- Client’s Date of Birth
- Client’s Postcode
- Uptake of a Chlamydia screen
- Patients reason for declining Chlamydia screen
- Completed electronic EHC Consultation Form
- Exclusion form where appropriate and onward referral

Pregnancy testing:
- Date of consultation
- Client’s Date of Birth
- Client’s Postcode
- Result of pregnancy test and onward referral route if positive
- Uptake of a Chlamydia screen
- Patients reason for declining Chlamydia screen
Audit of sub-contractor will be undertaken on an annual basis as a minimum. The audit will include compliance with infection control policies, patient group directions, record storage and adherence to information governance and confidentiality using audit tools from within the Trust.

**Full participation from the Sub-Contractor is required.**

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### 8. Responsibilities of Commissioner & Description of support to be provided to Sub-contractor

**Coventry & Warwickshire Partnership Trust (CWPT) Sexual Health (EHC) service commitments**

Coventry Integrated Sexual Health Service will support Pharmacies to provide this service.

The service will provide:

- **Training – initial intensive day training**
  We will offer an intensive 1 day training program in line with the minimum standards for EHC services set out by the FRSH to equip the Pharmacist and their team to provide contraception and sexual health advice and complete clinical record for inclusion in the performance report to commissioners.

- **Update training event**
  All staff involved in delivery must attend an update every 2 years to maintain their skills and promote networking opportunities held by CWPT Sexual Health Services or provide evidence of other measures taken to ensure skills and knowledge are kept up-to-date.

  - Service guidelines
  - Contact emails to order equipment, Chlamydia kits, C-card Resources, Pregnancy tests.
  - Regular communication through different means (telephone, email, newsletter, webpage) to provide ongoing support.
  - Quarterly performance management feedback and review meetings by Coventry & Warwickshire for the pharmacy. This will include reports on utilisation of resources and Chlamydia positivity performance within the pharmacy
  - Data capture on service database to ensure payment as per price set out in sub-contract.

Access to the EHC sub-contractor facilitator and the Vulnerable Outreach Nurse will be made available via telephone at advertised times.
9. Premises for Service Delivery

The sub-contractor will ensure compliance with the requirements of any relevant, agreed protocols and relevant legislation related to disability and health & safety.

The Pharmacy will display the confidentiality statement in a visible position for service users.

The Pharmacy must have a private consultation area, ideally a private room for consultations. The Pharmacy should ideally have a toilet available for customer use but this is not essential

The Pharmacy must have secure storage facilities for client records either on or off site.

The sub-contract between CWPT & Pharmacy will be approved for delivery from the defined Pharmacy site. It is not anticipated the pharmacy sub-contract will be delivered outside the premises. If the Pharmacy wishes to deliver outside the premises please seek prior approval from CWPT GP and Pharmacy sub-contractor facilitator. If approval is not sought payment in relation to the activity will be withheld.

10. Standard and Performance of Services

The Sub-contractor will take reasonable steps to ensure that all service staff receives training, development and instructions to enable the service to be delivered to agreed standards with due diligence and care.

<table>
<thead>
<tr>
<th>Quality and Key Performance Indicators</th>
<th>Quality and Performance Indicator(s)</th>
<th>Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service User Experience</td>
<td>Client satisfaction and young person 'mystery shopper'.</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>Complaints</td>
<td>Number of complaints received</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>Maintaining clinical skills</td>
<td>Number of patients accessing the service</td>
<td>At least 40 Service Users per year</td>
</tr>
<tr>
<td>Provision of service</td>
<td>Availability of Trained pharmacist within the service clearly advertised</td>
<td>75% of opening hours of individual pharmacy</td>
</tr>
<tr>
<td>Promoting ongoing contraception and sexual health</td>
<td>Number of patients reporting referral from EHC at city centre service</td>
<td>No more than 2 repeat attendances of individual clients within the pharmacy for EHC</td>
</tr>
<tr>
<td>Infection control and PPE compliance</td>
<td>Provider is aware of and complies with local protocols</td>
<td>Twice yearly audit submission</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>------------------------------------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Promoting sexual health screening</td>
<td>Clients attending for emergency contraception and pregnancy testing accepting a chlamydia screen</td>
<td>75% of clients return screen</td>
</tr>
</tbody>
</table>

Performance will be centrally monitored by CWPT EHC sub-contractor facilitator against the overall contract. If activity and performance measures as documented in the Table above are not met, support may be offered to meet activity performance indicators depending on the indicator or there may be a requirement to terminate the contract.
11. Price and Payment

Table 1 details the price for the service from 1\textsuperscript{st} April 2017 till March 2018.

On successful data completion submitted via Pharm Perform Coventry and Warwickshire Partnership Trust will pay the following amount.

Table 1:

<table>
<thead>
<tr>
<th>EHC consultation</th>
<th>EHC dispensed drug</th>
</tr>
</thead>
<tbody>
<tr>
<td>£15</td>
<td>Either £6.46 for Levenorgestrel OR £17.50 for Ullipristal</td>
</tr>
</tbody>
</table>

Pregnancy tests will be provided by ISHS to pharmacies and therefore will not require reimbursement.

Payments for Chlamydia Screening are covered within the Chlamydia Screening and C-Card sub-contract. Please refer to this sub-contract.

The Commissioner shall pay the Service Fee on a quarterly basis on receipt of a valid data extraction. A clear description of activity paid will be communicated to sub-contractors via remittance advice on a quarterly basis. In order to pay sub-contractors the service will require the bank details (BACS) to ensure payment. A Supplier Form [see Appendix A] will need to be completed to ensure we have the correct details.

The Sub-Contractor consents to the disclosure of relevant information on the claim form for the purpose of Fraud prevention, detection and investigation. With every claim, the Sub-Contractor will be required to declare that the claim they are making is correct and understands that action may be taken against them if an incorrect claim is made.
12. Information, Monitoring & Review Arrangements

The Lead officers shall meet on at least a quarterly cycle from start date of this agreement to consider the following matters:

- Performance and other service delivery issues.

If at any time during the period of the agreement either party becomes aware of any act or omission or proposed act or omission which prevents or hinders a party undertaking its obligations under this agreement, then the party shall notify the other party of this without delay.

The Sub-Contractor shall, on reasonable notice, comply with all written requests for information required in connection with their functions and in line with the Data Protection Act (1998) and Caldicott guidance will be observed in relation to all information exchanged between parties. This includes providing all such information as reasonably required by permitted third parties (including central government and the CQC; Care Quality Commission).

13. Quality

Providers have appropriate skills, knowledge and they are up to date. Evidence must be provided.

Pharm perform entries are accurate and reflect the nature of the consultation held.

Copies of safeguarding and pregnancy referrals will be retained in the Pharmacy for monitoring purposes

If there are any quality issues regarding the service delivered, Coventry & Warwickshire Partnership Trust (CWPT) Integrated Sexual Health Services will work with the pharmacy to improve outcomes and performance.

Audit of sub-contractor activity will occur at least once during the contract. The audit will include compliance with infection control policies, patient group directions and record storage.

Audit outcomes will be reported to the appropriate pharmacy lead, commissioners and the Safety and Quality meetings within CWPT

CWPT service will monitor compliance with this contract and address any non-compliance matters.

Pharmacies will be able to refer to the specialist service for further management of sexual health needs.

This will include following the pathways for young and vulnerable people.
12. Variations

The Commissioner and sub-contractor respectively have the right to modify this agreement, following an agreed process.

Proposed changes must be notified in writing to the other party. If necessary, a process of negotiation of up to 4 weeks from receipt of notification shall be undertaken between the parties to agree upon the variations to be made. This process will include determination of the consequential effect on the service fee.

The agreed variation shall be put in writing and signed by the lead officers of the respective parties.

Operational adjustments will be made by the sub-contractor within 8 weeks after the variations have been agreed.

14. Termination

Either party shall be entitled to terminate this agreement at any time during the period of the agreement by giving the other party 3 months’ notice of termination.

Subject to compliance with the stated Dispute Resolution Procedure, either party shall be entitled to terminate the agreement without liability to the other party if a default has occurred by giving notice to the defaulting party at any time, if the defaulting party commits a material breach of the agreement and has not remedied the breach or taken steps to remedy the breach within 30 days of receiving a notice identifying the breach and requiring its remedy.
15. **Equality & Diversity**

The sub-contractor is to take necessary steps to comply with all Equality and Diversity requirements, particularly in relation to employment practices, the accessibility of services and information provision.

The sub-contractor must have due regard to relevant equality & diversity legislation, including the Disability Discrimination Acts 1995 and 2005, the Sex Discrimination Act 1975 as amended in 2006, the Equality Act 2006, the Race Relations Act 1976, as amended in 2000,

16. **Force Majeure**

Where a Party is (or claims to be) affected by an Event of Force Majeure, it shall take all reasonable steps to mitigate the consequences of it, resume performance of its obligations as soon as practicable and use all reasonable efforts to remedy its failure to perform.

Subject to the above, the Party claiming relief shall be relieved from liability under this Agreement to the extent that because of the Event of Force Majeure it is not able to perform its obligations under this Agreement.

The Party claiming relief shall serve initial written notice on the other Party immediately it becomes aware of the Event of Force Majeure. This initial notice shall give sufficient details to identify the particular event. The Party claiming relief shall then serve a detailed written notice within a further 5 Operational Days. This detailed notice shall contain all relevant available information relating to the failure to perform as is available, including the effect of the Event of Force Majeure, the mitigating action being taken and an estimate of the period of time required to overcome it and resume full delivery of Services.

17. **Dispute Resolution**

This agreement is binding to both sub-contractor and commissioner. In the event of non-compliance with the terms of this agreement on the part of either party, or a dispute that arises out of or in connection with the terms of this agreement, one of the parties must instigate a meeting within 10 working days to attempt to resolve the matter.

Each of the parties to the dispute shall be represented by a senior officer who has not had day-to-day involvement in the matter and who has authority to settle the dispute.

If the parties in dispute are unable to settle the dispute by negotiation through this meeting, they shall within a further 5 working days submit the dispute to mediation arranged by the Director of Community Health Services of Coventry & Warwickshire Partnership Trust. This mediation process will be binding and the process shall also be communicated to both parties by the party undertaking the mediation.

The parties in dispute will keep confidential and not use for any collateral or ulterior purpose all information, whether given orally, in writing or otherwise, arising out of or
in connection with the mediation, including the fact of any settlement and its terms, save for the fact that the mediation is to take place or has taken place.

18. **Indemnity**

The sub-contractor will be responsible for meeting all costs, claims and liabilities or obligations in the provision of the service.

The service provider will fully indemnify the commissioner for any costs, claims, liabilities or obligations from the acts or omissions of the provider or of an unauthorised third party in the provision of the service.

We the undersigned agree that this document sets out the service to be provided.

We accept the requirements and conditions set out in this document and agree that funding from the Coventry & Warwickshire Partnership Trust Integrated Sexual Health service is subject to these conditions being met.

1) NAME OF SUB-CONTRACTING PRACTICE

| Practice Name: | 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# Appendix A – Supplier Form

Coventry and Warwickshire Partnership Trust  
Wayside House  
Wilson’s Lane  
Coventry  
CV6 6NY  
02476 536822  
Finance.creditors@covwarkpt.nhs.uk

New supplier form

## SUPPLIER INFORMATION

<table>
<thead>
<tr>
<th>Practice Code:</th>
<th></th>
</tr>
</thead>
<tbody>
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<td>Supplier Category: <em>(office use only)</em></td>
</tr>
<tr>
<td>Supplier's name:</td>
<td></td>
</tr>
<tr>
<td>Registered address:</td>
<td></td>
</tr>
<tr>
<td>Town:</td>
<td>City:</td>
</tr>
<tr>
<td>Telephone number:</td>
<td>Fax number:</td>
</tr>
<tr>
<td>Email address:</td>
<td></td>
</tr>
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</tr>
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<td>Fax number:</td>
</tr>
<tr>
<td>Email address:</td>
<td></td>
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<tr>
<td>Name of company secretary:</td>
<td></td>
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<td>Company VAT number:</td>
<td>Charity number:</td>
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## BANK ACCOUNT INFORMATION

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<td>Name of bank:</td>
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</tr>
<tr>
<td>Account number:</td>
<td>Sort code:</td>
</tr>
</tbody>
</table>

## DECLARATION

I declare that the information I have given on this form is correct and complete.

*Please indicate using X*

Request completed by *(sign & print full name)*

Finance director  
Company secretary

Date

Please note that failure to obtain a formal purchase order may result in your payment being delayed, or your invoice being returned.