

LONDON BOROUGH OF BRENT

DELIVERY SUBCONTRACTING, FUNDING RETENTION AND CHARGES POLICY

GLA-funded provision

Version 0.1 - October 2026

Document control

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Version	0.1

1. Purpose and scope

1.1 This policy sets out how the London Borough of Brent ("the Council") selects, contracts with, funds, manages and monitors delivery of subcontractors, and how it retains funding to do so.

1.2 It applies to all subcontracting of education and training delivery supported by funds supplied by the Greater London Authority ("the GLA"), or any successor body. That includes Skills Bootcamps for Londoners and the Adult Skills Fund.

1.3 The Council is registered on the UK Register of Learning Providers under UKPRN 10000863. All GLA-funded provision, however it is organised internally between Council services, is delivered under that single registration, and the Council is the Recipient of the funding in every case.

1.4 A delivery subcontractor is a separate legal entity or an individual that has an agreement with the Council to deliver any element of the education and training the GLA funds. Contracting a delivery subcontractor directly is the only permitted

arrangement; the Council will not permit education and training to be subcontracted to a second level.

1.5 This policy does not displace the Council's Contract Standing Orders, which apply to the award of every subcontract in addition to the requirements set out here.

2. Rationale for subcontracting (Annex 6 para 42(a))

2.1 The Council subcontracts delivery only where doing so enhances the quality of the offer to learners. The Council does not subcontract to meet short-term funding objectives.

2.2 The Council will subcontract where it enhances one or more of the following:

- access to specialist teaching staff, industry-standard facilities, equipment or awarding-body approvals that the Council does not itself hold;
- capacity to deliver at the volume and pace required in priority sectors;
- responsiveness to employer demand and access to live vacancies; and
- reach into groups of Brent residents who are under-represented in training and employment.

2.3 The Council does not hold the facilities, awarding-body approvals or specialist teaching staff required to deliver regulated technical training such as Level 3 Gas Engineering. Subcontracting is the only means by which this provision can be offered to Brent residents.

3. The Council's contribution to quality of teaching and learning (Annex 6 para 42(b))

3.1 The Council contributes to improving both its own and its subcontractors' quality of teaching and learning by:

- observation of teaching, learning and assessment by observers, on a stated frequency;
- moderation and standardisation activity;
- sharing of the Council's self-assessment report and quality improvement plan, and incorporating subcontracted provision within them;
- access to Council continuing professional development;

- learner voice activity, including surveys and focus groups, and feeding results back into delivery.

4. Selection, due diligence and approval

4.1 Subcontractors are selected fairly, transparently and without discrimination, in accordance with the Council's Contract Standing Orders, the Procurement Act 2023 where applicable, and the terms of the relevant GLA funding agreement.

4.2 Before appointment, and thereafter annually, the Council carries out due diligence covering financial standing and ability to deliver, capacity, quality and track record, safeguarding, Prevent, and status at Companies House and on the UKRLP. The Council will not contract with an organisation whose statutory accounts are overdue, which has resolved or been ordered to wind up or liquidate, or for which administrators have been appointed.

4.3 The Council will not contract with a company that has not yet filed its first statutory accounts unless its financial capability can be thoroughly verified.

4.4 Conflicts of interest are identified and declared before appointment and notified to the GLA Provider Manager. No officer with a direct or indirect financial interest in a subcontractor may undertake management control activities, including signing timesheets or invoices, or organising or carrying out monitoring.

4.5 No subcontract is awarded until the GLA has approved it on OPS or in writing, and the Council retains evidence of both the request and the response.

4.6 The Council's governing body and accounting officer determine each subcontractor to be of high quality and low risk to public funds before appointment, and that determination is recorded in accordance with the Council's scheme of delegation.

4.7 The Council maintains robust procedures to ensure that subcontracting does not lead to the inadvertent funding of extremist organisations.

5. Funding retention (Annex 6 para 42(c))

5.1 The range. The Council retains between 10 and 20 per cent of the GLA funding attributable to subcontracted delivery. The Council will not retain more than 20 per cent other than in the exceptional circumstances described at 5.4.

5.2 How retention is calculated. Retention is a percentage of the Unit Rate value of each Learner Milestone achieved and evidenced by the subcontractor. It is deducted before payment. The subcontractor is therefore paid the balance of each milestone payment as and when that milestone is achieved. Retention is not charged on funding the Council does not receive.

5.3 How the rate is set within the range. The rate for each subcontractor is determined before award by applying the following factors, and the reasoning is recorded on the contract file:

- the intensity of oversight, quality assurance and monitoring the provision requires, having regard to the outcome of due diligence and the subcontractor's risk rating;
- the proportion of the provision held by the subcontractor, and whether the Council retains any delivery itself;
- whether the Council provides learner recruitment, information advice and guidance, employer engagement or vacancy sourcing, or whether the subcontractor does;
- the subcontractor's track record with the Council and its inspection and quality history; and
- the volume and value of the provision, and the administrative cost of claims, data returns and evidence assurance.

5.4 Above the cap. Retention above 20 per cent is applied only in exceptional cases where there is a compelling rationale, is assessed case by case, is fully documented, and is agreed in advance with the GLA.

5.5 Retention is applied to fund the activity described at sections 3, 6 and 7. It is not a margin.

6. What subcontractors receive in return for the funding retained (Annex 6 para 42(d))

6.1 In return for the funding retained, the Council provides:

- the contractual and funding relationship with the GLA, including OPS management, approvals and variations;
- preparation, validation and submission of ILR and Supplementary Data Return data, and management of monthly claims;
- assurance of milestone evidence before claims are submitted, reducing the subcontractor's exposure to rejected claims;

- employer engagement and vacancy sourcing, where the Council provides it;
- learner recruitment, eligibility checking and information, advice and guidance, where the Council provides it;
- access to Council quality improvement, CPD and safeguarding resources;
- a named contract manager and a defined escalation route.

7. Oversight, quality assurance and management delivered with the funding retained (Annex 6 para 42(e))

7.1 The Council operates a regular and substantial programme of quality assurance in respect of all subcontracted delivery, comprising:

- monitoring meetings at a stated frequency, against a published KPI set;
- announced and short-notice visits to delivery sites;
- direct observation of initial guidance, assessment and delivery of learning;
- face-to-face interviews with subcontractor staff and with learners;
- checks that learners exist, are eligible and are in learning, verified against registers and ILR data;
- desk-based review of milestone evidence against the Delivery Handbook requirements;
- review of safeguarding, Prevent, health and safety and equalities compliance.

7.2 The findings of the Council's assurance checks must be consistent with the Council's expectations and the subcontractor's own records. Where they are not, the Council will escalate in accordance with the subcontract.

7.3 Subcontracted provision is included within the Council's self-assessment report and quality improvement plan, and subcontractors are required to provide evidence sufficient to allow the Council to assess their performance against Ofsted's [Education Inspection Framework](#).

8. Differences in retention between subcontractors (Annex 6 para 42(f))

8.1 Where the Council retains different amounts from different subcontractors, or provides different levels of support, management or oversight, the reason is the application of the factors at 5.3 to each subcontractor's circumstances. The

reasoning for each is recorded on the contract file and reflected in the published information at section 14.

8.2 At the date of this policy, the Council has one delivery subcontractor and no differential applies.

9. Clawback (Annex 6 para 42(g))

9.1 The Council recovers funding from a subcontractor where the GLA rejects, disallows or reduces a claim, determines a lower work outcome tier than claimed, identifies an overpayment on reconciliation, or requires the Council to repay funding, in each case by reason of the subcontractor's act, omission, default or failure of evidence.

9.2 The Council also recovers where delivery falls short of the profile agreed in the subcontract, where funding has been paid for training not delivered, or where evidence does not meet the requirements of the Delivery Handbook.

9.3 Recovery may be made by demand, by withholding future payments, or by deduction from sums otherwise due under that or any other agreement with the Council. Clawback provisions are set out in every subcontract and survive its expiry or termination.

9.4 The Council's liability to a subcontractor is limited to sums the Council actually receives from the GLA in respect of milestones properly claimed and evidenced.

10. Payment: relation to delivery, and timescales (Annex 6 para 42(h))

10.1 Payment to subcontractors is related to delivery and mirrors the GLA milestone structure. For Skills Bootcamps (Wave 7), payment is triggered as follows, in each case as a percentage of the applicable Unit Rate less the agreed retention:

Milestone	Trigger	Share of Unit Rate
Learner Milestone 1	Learner has completed 14 qualifying days (14 calendar days and 10 guided learning hours) of training	30%
Learner Milestone 2A	Learner has completed the training course, including passing	20%

Milestone	Trigger	Share of Unit Rate
	required assessments and receiving agreed certifications	
Learner Milestone 2B	Learner has an invitation to interview (or permitted equivalent) for a role matching the skills acquired, being a role on the approved list in the grant agreement	10%
Learner Milestone 3 - Tier 1	Good Work Outcome in a Directly Related Role	40%
Learner Milestone 3 - Tier 2	Substantive Work Outcome in a Directly Related Role, below London Living Wage but above National Minimum Wage	20%
Learner Milestone 3 - Tier 3	Other work outcomes as defined by the GLA	5%

10.2 The applicable Milestone 3 tier is determined by the GLA. Where the GLA determines a lower tier than claimed, the Council pays only the amount corresponding to the tier determined.

10.3 No sum is payable in respect of any milestone unless the subcontractor has supplied evidence meeting in full the requirements of the Delivery Handbook.

10.4 The Council pays valid and undisputed claims within 30 days of receipt. Invoices are considered and verified promptly, and delay by the Council in doing so is not sufficient justification for treating an invoice as other than valid and undisputed.

11. Communication with subcontractors (Annex 6 para 42(i))

11.1 This policy is published on the Council's website and the link is provided to every current and prospective subcontractor.

11.2 The policy is discussed with prospective subcontractors before award, as part of the procurement documentation, and with current subcontractors at the first monitoring meeting of each funding year and whenever the policy is revised.

11.3 The retention rate proposed for a subcontractor, and the reasoning under 5.3, is set out to that subcontractor before the subcontract is entered into.

12. Review (Annex 6 para 42(j))

12.1 This policy is reviewed annually, ahead of each funding year, and revised to reflect changes in GLA funding rules, local priorities or statutory requirements.

12.2 Once reviewed and signed off by the governing body and the accounting officer, the updated policy is published by 31 October each year.

13. Publication (Annex 6 para 42(k))

13.1 This policy is published at [Brent.gov.uk](https://www.brent.gov.uk) together with the funding retention and charges information at section 14.

14. Funding retention and charges information (Annex 6 para 43)

14.1 The Council publishes the following for each delivery subcontractor, for each funding year:

Subcontractor	FY Start	FY End	GLA funding paid to the Council for delivery by this subcontractor	GLA funding the Council paid to this subcontractor	GLA funding the Council retained
Qualified 4 Life Ltd	1 April 2026	31 March 2027	-	-	-
Qualified 4 Life	1 April 2025	31 March 2026	£154,778	£131,946	£22,832

Appendix A - Programme standards applied to subcontracted Skills Bootcamp delivery

Standard	Required level
Guaranteed interview for each relevant learner	100%
Positive outcome within 6 months of completion	75%
New skills acquired by learners who successfully complete	100%
Referral to alternative opportunities where unsuccessful at interview	100%
Learner drop-out rate	20% or less
Course completion level	80% or more
Employer engagement at design, delivery and post-bootcamp stages	100%
Employer co-funding where training existing employees	30% of cost; 10% if an SME
Equality and Good Work targets	As specified in the grant agreement, monitored monthly