

Contract No. 1.11.4.3202.

To Be Quoted On All Correspondence



CONTRACT

between

THE HEALTH AND SAFETY EXECUTIVE

and

VICTVS LTD

for

PROVISION OF INVIGILATION SERVICES

This Contract is made between:

The **HEALTH AND SAFETY EXECUTIVE** (acting as part of the Crown) of Redgrave Court, Merton Road, Bootle, Merseyside, L20 7HS (hereinafter called 'the HSE' of the one part) and

VICTVS LTD of Castleton Mill, Castleton Close, Leeds LS12 2DS (hereinafter 'the Contractor' of the other part), in accordance with the details, terms and conditions stated herein.

WHEREAS

The Contractor was selected as a result of a tender exercise to provide invigilation services to HSE.

1 STATEMENT OF SERVICES REQUIREMENT

1.1 The Services shall be carried out in accordance with the details in Schedule A.

2 MANAGEMENT OF THE CONTRACT

2.1 The Contract Managers responsible for liaison and delivery of the services are identified at Annex 1.

3 DURATION

3.1 The Work shall commence on 21 May 2018 and shall be completed by 31 December 2020, with the option to extend by a further year, if agreeable to both parties.

4 COSTS

4.1 The maximum amount to be paid by the HSE to the Contractor under this Contract shall not, without the prior written agreement of the HSE, exceed £225.00 per invigilator, per day, inclusive of travel and subsistence, exclusive of VAT.

5 IR35 – INTERMEDIARIES LEGISLATION

5.1 HSE has undertaken an IR35 assessment of this engagement, and the HMRC online assessment tool determined that IR35 does not apply to this engagement.

6 TAX STATUS

6.1 Where the Contractor, or its staff, is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

- 6.2 Where the Contractor, or its staff, is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 6.3 HSE may, at any time request that the Contractor provides information which demonstrates how it, or its staff, complies with Clauses 6.1 and 6.2 above or why those Clauses do not apply to it.
- 6.4 A request under Clause 6.3 above may specify the information which the Contractor, or its staff, must provide and the period within which that information must be provided.
- 6.5 HSE may terminate this contract if
- a) in the case of a request mentioned in Clause 6.3 above-
 - (i) The Contractor, or its staff, fails to provide information in response to the request within a reasonable time, or
 - (ii) The Contractor, or its staff, provides information which is inadequate to demonstrate either how it complies with Clauses 6.1 and 6.2 above or why those Clauses do not apply to it;
 - (b) in the case of a request mentioned in Clause 6.4 above, The Contractor, or its staff, fails to provide the specified information within the specified period, or
 - (c) it receives information which demonstrates that, at any time when Clauses 6.1 and 6.2 apply the Contractor, or its staff, is not complying with those Clauses.
- 6.6 HSE may supply any information which it receives under Clause 6.3 to the Commissioners of Her Majesty's Revenue and Customs for the purposes of the collection and management of revenue for which they are responsible.

7 INVOICING AND PAYMENTS

- 7.1 All invoices raised must include the relevant Purchase Order number which will be issued by HSE Procurement Unit. Failure to include the Purchase Order Number may delay payment. Invoices should be submitted electronically in PDF format to APinvoices-HAS-U@sscl.gse.gov.uk.
- 7.2 Invoices should also include details of work satisfactorily carried out and any VAT properly chargeable.
- 7.3 HSE shall make payment of agreed costs, in arrears, within 30 days of the acceptance of the invoice.
- 7.4 The Contractor shall send a copy invoice along with details of any work satisfactory carried out to the HSE Contract Manager identified at Annex 1.

8 ACCESS TO HSE PREMISES

- 8.1 It shall be the Contractor's responsibility to ensure that, where access to HSE Premises or HSE confidential information is necessary, personnel engaged in the performance of this Contract shall have undergone pre-employment checks covering identity, the last three years employment history, nationality and immigration status and criminal record for unspent convictions. Such checks shall meet the requirements of HMG Baseline Security Standard.
- 8.2 HSE reserves the right, at its sole discretion, to carry out audits and spot checks at any time during the Contract Period to satisfy itself that the checks have been carried out. Guidance on pre-employment checks may be found at <http://www.cabinetoffice.gov.uk/sites/default/files/resources/hmg-personnel-security-controls.pdf>

9 CONFIDENTIALITY

- 9.1 The Contractor shall not at any time divulge any information or material acquired during the performance of this Contract to any third party without prior permission in writing of the Executive, except where required in the course of any legal proceedings.
- 9.2 The Contractor shall keep documents and other materials produced or acquired in the course of the contract in accordance with The Criminal Procedure and Investigations Act 1996 (CPIA).
- 9.3 HSE may disclose the Confidential Information of the Contractor:
- (a) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body;
 - (b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 9.3(a) (including any benchmarking organisation) for any purpose relating to or connected with this Agreement;
 - (e) on a confidential basis for the purpose of the exercise of its rights under this Agreement; or
 - (f) on a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement

or arrangement containing terms no less stringent than those placed on the Authority under this Clause.

10 PUBLICATION

- 10.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. HSE shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 10.2 Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for HSE to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 10.3 HSE may consult with the Contractor to inform its decision regarding any redactions but HSE shall have the final decision in its absolute discretion.
- 10.4 The Contractor shall assist and co-operate with HSE to enable HSE to publish this Contract.

11 VARIATION TO CONTRACT

- 11.1 Except where expressly stated in this contract, no change, amendment or modification shall be effective unless in writing and signed by the duly authorised representatives of both parties.
- 11.2 Any agreed changes to the Contract or Schedule A (Programme of Work) will be in the form of a Contract Change Note (CCN), which will be raised and issued by the HSE Procurement Unit.

12 GOVERNING LAW

- 12.1 This Contract shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

13 TERMINATION

- 13.1 This contract may be terminated by either party by giving one months written notice. In the event of termination by HSE, the contractor shall provided with any re-imbursement of costs, actually and reasonably incurred, up to the date of termination, subject to the limit specified in Clause 4 above.

As Witnessed at the Hands of the Parties

Contract No. 1.11.4.3202.

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN AGREED:

Signature _____

Name in Capitals _____

Position _____

Date _____

Duly authorised to sign on behalf of
VICTVS LTD
Castleton Mill, Castleton Close, Leeds LS12 2DS

Signature _____

Name in Capitals _____

Position Procurement Manager

Date _____

Duly authorised to sign on behalf of the
HEALTH AND SAFETY EXECUTIVE
Procurement Unit, Building 6.4, Redgrave Court, Merton Road, Bootle, Merseyside
L20 7HS

Schedule A

STATEMENT OF SERVICES REQUIREMENT

The Contractor shall undertake the following Statement of Service titled **Proposal for the provision of invigilation services to HSE**, dated April 2018:

HSE requires 2 Invigilators (**unless stated otherwise**) for each of the following dates and times:

Legal Assessment 1:

Mon 04 June	11:00 – 12:00	For a briefing session with HSE
	12:00 – 18:00	Invigilation of written tests and assessment tasks
Tues 05 June	08:00 – 18:00	Invigilation of written tests and assessment tasks

Legal Assessment 2

Wed 06 June	11:00 – 12:00	For a briefing session with HSE
	12:00 – 18:00	Invigilation of written tests and assessment tasks
Thurs 07 June	08:00 – 18:00	Invigilation of written tests and assessment tasks

Legal Assessment 3

Mon 11 June	11:00 – 12:00	For a briefing session with HSE
	12:00 – 18:00	Invigilation of written tests and assessment tasks
Tues 12 June	08:00 – 18:00	Invigilation of written tests and assessment tasks

Legal Assessment 4

HSE requires 3 Invigilators on 9th July for the dates and times below:

HSE requires 2 Invigilators on 10th July for the dates and times below:

Mon 9 July (3 Invigilators required)	11:00 – 12:00	For a briefing session with HSE
	12:00 – 18:00	Invigilation of written tests and assessment tasks
Tues 10 July (2 Invigilators required)	08:00 – 18:00	Invigilation of written tests and assessment tasks

Legal Assessment 5

Wed 11 July	11:00 – 12:00	For a briefing session with HSE
	12:00 – 18:00	Invigilation of written tests and assessment tasks
Thurs 12 July	08:00 – 18:00	Invigilation of written tests and assessment tasks

Legal Assessment 6

HSE requires 3 Invigilators on 16th July for the dates and times below:

HSE requires 2 Invigilators on 17th July for the dates and times below:

Mon 16 July (3 Invigilators required)	11:00 – 12:00	For a briefing session with HSE
	12:00 – 18:00	Invigilation of written tests and assessment tasks
Tues 17 July (2 Invigilators required)	08:00 – 18:00	Invigilation of written tests and assessment tasks

Invigilation Services – Resits November 2018

HSE requires 2 Invigilators for each of the following dates and times:

Legal Assessment Re-Sits:

Tue 13 Nov	08:00 – 18:00	Invigilation of written tests and assessment tasks
Wed 14 Nov	08:00 – 18:00	Invigilation of written tests and assessment tasks
Thurs 15 Nov	08:00 – 18:00	Invigilation of written tests and assessment tasks
Fri 16 Nov	08:00 – 18:00	Invigilation of written tests and assessment tasks

HSE may require one additional Invigilator during the above dates for reasonable adjustments.

Invigilation Services – December 2018 and beyond

Further dates will be scheduled and agreed with the successful supplier as they become known.



Proposal for the
provision of invigilatio

Schedule B

PROCESSING PERSONAL DATA AND DATA SUBJECTS

1. The Contractor shall comply with any further written instructions with respect to processing by the Customer.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<i>This should be a high level, short description of what the processing is about i.e. its subject matter</i>
Duration of the processing	<i>Clearly set out the duration of the processing including dates</i>
Nature and purposes of the processing	<i>Please be as specific as possible, but make sure that you cover all intended purposes.</i> <i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alternation, retrieval, consultation, use disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i> <i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.</i>
Type of Personal Data	<i>Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.</i>
Categories of Data Subject	<i>Examples include: staff (including volunteers, agents, and temporary workers), customers/clients, suppliers, patients, students/pupils, members of the public, users of a particular website etc.</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>Describe how long the data will be retained for, how it will be returned or destroyed.</i>

Annex 1

CONTACT LIST

HSE Contacts	Contractor Contacts
Contractual Queries	
Contract Managers / Technical Queries	