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SCHEDULE 1: Concession Services Requirements

1. The role of the Provider
   1. This Schedule sets out the Concession Services to be supplied by the Provider.
   2. In performing the Concession Services, the Provider must operate efficiently, and must not impose any unnecessary compliance burdens on Registered Businesses.
   3. A Concordat shall be agreed between the Provider and HSE one month before the Services Start Date, providing the framework to guide the working relationship between the two Parties.
   4. The objective of the Concordat shall be to ensure that the roles and responsibilities of the two Parties during the operation of the Gas Safe Register scheme from the Services Start Date under the Services Concession Agreement (SCA) are effectively translated into practical working arrangements.
   5. The Provider shall enter into discussions with the governments of the Isle of Man, Guernsey and Jersey with a view to, with prior agreement from HSE, contracting to deliver Gas Safe registration services in these territories from the Services Start Date. Businesses and Engineers shall be charged the same fees and shall be subject to the same conditions of Registration as in Great Britain and Northern Ireland.
2. Manage and maintain an electronic Gas Safe Register
   1. The Provider shall for the purposes of the European Union (Recognition of Professional Qualifications) Regulations 2015 (as amended by the Recognition of Professional Qualifications (Amendment etc.) (EU Exit) Regulations 2019) act as the competent authority known as the Gas Safe Register and shall operate the Register.
   2. The Provider is expected to create complementary services to integrate into the existing Microsoft Dynamics System in accordance with Schedule 20 (IT Requirements) and the Provider's Tender.
   3. The Provider shall allow free-of-charge access to the Register to enable Consumers to check whether any person carrying out Gas Work is:
      1. registered on the Register; and
      2. competent to undertake such work.
   4. The Provider shall:
      1. ensure the operation of the Register is in compliance with the Human Rights Act 1998 and the Data Protection Legislation;
      2. hold all registration data at a UK-based BS ISO IIEC 27001 certified data centre with extracts held locally only temporarily and on secure and encrypted equipment;
      3. ensure compliance with the European Communities (Recognition of Professional Qualifications) Regulations SI 2007/2781 (as amended by the Recognition of Professional Qualifications (Amendment etc.) (EU Exit) Regulations 2019); and
      4. comply with the requirements of The Provision of Services Regulations 2009 (as amended, including by The Provision of Services (Amendment etc.) (EU Exit) Regulations 2018 and the Professional Qualifications and Services (Amendments and Miscellaneous Provisions) (EU Exit) Regulations 2020)).
   5. The Provider shall set up and from the Services Start Date shall run a data management function for the Register, which should comprise as a minimum:
      1. effective user access controls;
      2. identification of all data owners and stewards;
      3. a clearly documented issue resolution process with associated roles and responsibilities;
      4. a full design document set;
      5. a regular data audit;
      6. identification of personally identifiable information together with evidence that this information is encrypted in transit and at rest.
3. Registration, renewals, changes and removals
   1. The Provider shall inherit, maintain and publicise the Rules of Registration. The Provider shall keep the Rules of Registration under review and shall report to HSE when any amendments are required to the Rules of Registration.
   2. The Provider shall not make any amendment to the Rules of Registration then in force without first obtaining the prior, express, written consent of HSE which shall not be unreasonably withheld or delayed.
   3. The Provider shall ensure that Rules of Registration are freely available from the Gas Safe Register website and shall on registration provide one free hard copy to each Registered Business other than those Businesses that pay the Business Renewal (Online) Charge, and may make available additional copies in hardcopy on request at a price which does not exceed Provider’s actual costs (including overheads and margin of no more than ten percent (10%)) of production, postage and handling. Revised Rules of Registration shall be provided to Businesses when Rules of Registration change, these shall not be provided in hard copy for those Businesses that pay the Business Renewal (Online) Charge.
   4. In order to maintain the Register, the Provider shall manage registrations, renewals, changes and removals, and shall enable the processing of payments and the issue and return of registration identity cards by offering the following channels: phone, post, email and online (with an emphasis on encouraging people to choose the online option).

***Registrations***

* 1. The Provider shall ensure that all necessary details have been received and checked (and subsequently maintained) for each individual Engineer or Business seeking to be registered, including (but not limited to):
     1. trading title, business address (and if applicable company or limited liability partnership (LLP) name and registered office address as registered at Companies House);
     2. responsible person information;
     3. business type (eg sole trader, partnership, limited liability company etc);
     4. Companies House registration number;
     5. information relating to individual Engineers including but not limited to:
        1. full name of each individual;
        2. Date of birth
        3. contact details (including postal address, mobile number and email address);
        4. National Insurance number;
        5. Qualifications;
        6. complaints history;
        7. Competency Checks;
        8. Inspection reports;
        9. details of Awarding Body for each qualification listed; and
        10. individual photographs;
     6. details of any prosecutions and sanctions which may affect the application or registration;
        1. whether or not the Business wants their contact details given out over the phone or displayed on the Gas Safe Register website;
        2. that a signature, position and date has been provided (use of an electronic tick box is permissible) by each individual whereby they have confirmed they have read the Rules of Registration and Registration Policy.
  2. The Provider shall set the probationary period for new registrations in line with the existing Registration Policy.
  3. Each registration period shall last for 12 months, including any probationary period, and is subject to Engineers maintaining current qualifications. Registration may be suspended in line with the Sanctions Policy if a Business or Engineer breaches the Rules of Registration.
  4. The Provider shall enable Awarding Bodies to upload qualification information about engineers through an application program interface (API).
  5. The Provider shall receive qualification and candidate files from Awarding Bodies as pipe delimited files with the first field in each record being a character that determines the content of the rest of the record. All files should include the extension ‘.dat’. No change to this method shall be permitted without written consent from HSE.
  6. On completion of registration the Provider shall send an email to the Engineer or Business in question confirming that registration has been effected, attaching the Rules of Registration and Registration Policy. In all cases, an identity card and hard copy Registration certificate shall be sent within five Working Days during the months April to January, or 10 Working Days during the months February and March.

*Probationary registration*

* 1. As part of the core process for registration of Businesses and Engineers the Provider shall operate a time-defined probationary registration period of three months, during which the Registered Business shall be Inspected by the Provider.
  2. The Provider shall grant a Business probationary registration where they satisfy all requirements for registration and:
     1. the Provider has no previous performance history about the Business; or
     2. the Business has been previously registered under another name and has a complaints record or record of unsafe Gas Work.
  3. The Provider may, in exceptional circumstances, which shall be specified in the [Rules of Registration](https://www.gassaferegister.co.uk/media/1600/rules-of-registration.pdf), grant full registration to the Business concerned without the need for a period of probationary registration.
  4. [Not used]
  5. During the probationary registration, the Provider shall undertake at least:
     1. one on-site Competency Check of Gas Work carried out by the Registered Business; and
     2. one Competency Check of the processes and procedures of the Registered Business.

The relevant activities underpinning what constitutes an appropriate Competency Check for Businesses with probationary registration are detailed in Table 4 in Annex 1 to this Schedule.

***Renewals and changes***

* 1. The Provider shall ensure all Registered Businesses and Engineers are reminded that they need to renew their registration one month prior to their annual renewal date and shall send the information required for renewal through an appropriate communication channel, including letter, email and SMS message.
  2. If a registration has not been renewed a week before the renewal date, the Provider shall send further reminder through the same channel.
  3. Before renewing, the Provider shall check that all the qualifications of the Engineer in question remain valid.
  4. If a Business or Engineer fails to renew, the Provider shall issue a letter, email and SMS message informing that if they continue to undertake Gas Work they will be doing so illegally.
  5. Registered Engineers and Businesses shall be allowed to change information on the Register relating to contact details and responsible person.

***Removals***

* 1. Registration shall cease in the event of:
     1. cessation of trading by a Business / entry into liquidation or bankruptcy;
     2. Business / Engineer’s request;
     3. retirement of Engineer;
     4. death of Engineer;
     5. lapse of qualification;
     6. failure to renew registration;
     7. any other reason as instructed by HSE from time to time in writing; or
     8. breach of Rules of Registration.
  2. Registration may be suspended in accordance with the Sanctions Policy.
  3. In any case of cessation or suspension of registration, all relevant data shall be updated on the Register by the Provider immediately, including:
     1. ensuring any automatic renewal process is cancelled;
     2. ensuring no data is visible on the website but is archived on the Provider’s system (with a record of the date it was archived and the reason);
     3. ensuring there are no outstanding Inspections against that record;
     4. confirming to the Engineer/Business that their registration(s) has ceased or been suspended and all data relating to them archived; and
     5. requesting return of identity card(s).

***Payment options***

* 1. The Provider shall:
     1. offer a range of payment channels including cheque, credit and debit card, Direct Debit, standing order, or BACS/CHAPS;
     2. ensure all methods of card payment are Payment Card Industry (PCI) compliant;
     3. ensure that a Direct Debit option is available for renewal and monthly registration payments; and
     4. process refunds in line with the Refunds Policy.

***Identity cards***

* 1. The Provider shall issue an identity card to each Registered Business or Engineer. Cards shall be issued within:
     1. five (5) Working Days during April to January inclusive; or
     2. ten (10) Working Days during February and March;

of completion of registration or receipt of valid renewal applications.

* 1. The Provider shall ensure all identity cards accurately reflect the information relating to that Business or Engineer contained on the Register.
  2. The identity cards shall contain sufficient clear information for Consumers to identify easily that the Registered Business or Engineer is competent to carry out Gas Work of the type required by the consumer. It shall include:
     1. details of the Registered Business;
     2. photograph of the Engineer;
     3. identity details;
     4. categories of Gas Work the Engineer is qualified to work on;
     5. expiry dates of qualifications and registration.
  3. Identity cards shall be issued to the registered business address of the Business or Engineer unless otherwise arranged.
  4. Where the Provider is informed that the details concerning a Registered Business or Engineer have changed, it shall reissue the card, in accordance with the timeframes set out in Service Level SL17 in Schedule 3 (Service Levels), with the changes made and shall charge the Business or Engineer for doing this in accordance with the table of charges in Schedule 4 (Charges).

1. Check the competence of engineers
   1. At the point of registration the Provider shall ensure that Engineers have the necessary Qualifications, and that Businesses have at least one Engineer with the necessary Qualifications.
   2. Throughout the Term, the Provider shall, as part of the process for Registration and renewals, check that Engineers and Businesses have the necessary Qualifications, and by means of Competency Checks shall check that Engineers and Businesses have the knowledge and practical experience to carry out, manage, direct, supervise or inspect relevant Gas Work**.**
   3. Continued registration shall be conditional on Businesses only using Registered Engineers with appropriate Qualifications to undertake relevant Gas Work.
   4. The Provider shall publicise the [Competence Criteria for Registration](http://www.euskills.co.uk/standards-training-gas-work), as determined from time to time by the Standards Setting Body and shall use them to assess whether Engineers and Businesses have the required Competence and qualifications to be registered on the Register.

***Inspection***

* 1. The Provider shall undertake on-site Inspections to monitor the Competence of Engineers and investigate complaints of unsafe Gas Work.
  2. The Provider shall establish a field operations function and employ a team of Inspectors to carry out Inspections and other activities. The key activities of the field operations function shall be to:
     1. use the Risk Model to identify Gas Work (and Businesses and Engineers) for Competency Checks;
     2. maintain and deliver a Competency Checks programme of Businesses and Engineers;
     3. deliver regular Inspector training and refresher exercises for Inspectors to ensure Gas Work is Inspected in line with current standards for Gas Work and Competency Checks, and regularly update training materials and methods; and
     4. manage Inspectors' competence and performance and document accordingly.

***Types of Inspection***

* 1. The work of the field operations function shall fall into one of four main categories:
     1. For Registered Businesses/Engineers:
        1. **reactive** – on-site Complaint Inspections undertaken in response to consumer complaints, Illegal Gas Work Inspections (including to inspect illegal or unsafe Gas Work), and Support Investigations conducted in response to information received and requests from Regulatory Bodies with responsibility for gas safety (including those responsible for enforcement, for example HSE and local authorities);
        2. **planned** – planned on-site Competency Checks arising from application of the Risk Model (see Table 1 in this Schedule 1); and
        3. **other** – Technical Assessments, Competency Check Events, mandatory attendance events, Gas Work theory assessments and other ad hoc functions as agreed with HSE from time to time.
     2. For unregistered Businesses and gas fitters:
        1. **Illegal Gas Work Investigations (of illegal and unsafe Gas Work) and assistance to HSE enforcement** – the research and investigation of Gas Work performed by unregistered Businesses and gas fitters and unsafe Gas Work generally, and providing appropriate assistance to Regulatory Bodies with enforcement responsibility for gas safety.

***Risk profiling***

* 1. The Provider shall profile Registered Business and Engineers using the Risk Model to calculate a Risk Rating.
  2. The Risk Rating will determine the Risk Category for each Registered Business. Risk Categories are:
     1. Lower risk;
     2. Medium risk;
     3. Higher risk;
     4. Targeted higher risk.
  3. The Risk Category determines the frequency of planned Competency Checks as outlined in Table 2 below.
  4. During Contract Year 1 and each year thereafter, the Provider shall review the Risk Model and Risk Categories and propose any changes. The Provider shall only make changes to the Risk Model and Risk Categories with HSE’s agreement.

***Inspection requirements***

* 1. All Registered Businesses shall be subject to a Competency Check at least once every five years.
  2. The type of Competency Check should be appropriate to the business type (large business, small business, or probationary) and Risk Category for small businesses which is determined by the Risk Model.
  3. HSE shall calculate and notify the Provider of the required number of Competency Checks for Year 1 (through application of the Risk Model) no later than 31 January 2025, which notification shall include a populated Table 1 in the form set out below, which will set out the required number of Competency Checks for Year 1 broken down by planned/reactive Competency Checks type, and in the case of planned Competency Checks, by Business type. The numbers of reactive/unplanned Inspections are based on forecasts. A more detailed breakdown by type of the required “Remainder of Inspections” will be determined by HSE (after consultation with the Provider) during the Transition Period. If the number of any category of unplanned /reactive Inspections in Year 1 exceeds (or is likely to exceed) the forecast number, HSE shall adjust the number of other Inspections to be carried out under the heading “Remainder of Inspections” so that they do not exceed the relevant number notified by HSE to the Provider pursuant to this paragraph 4.14.

**Table 1 Competency Check requirements for Year 1**

|  |  |  |
| --- | --- | --- |
| **Total Competency Check target for Year 1** | | 48722 |
| Large Businesses (planned) | | 4169 |
| Lower risk small Businesses (planned) | | 9292 |
| Remainder of Inspections (delivered as site visits): | | 35260 |
| Planned (small Businesses)  (Medium risk, Higher risk, Targeted and probationary Businesses) | 29567 |
| Reactive / Unplanned (total):  Comprising:  *Complaints Inspections*  *Illegal Gas Work Investigations*  *Support Investigations* | 5693  4593  600  500 |

* 1. For Year 2 onwards, planned Competency Checks targets for a Contract Year shall be generated annually based on:
     1. the number of Registered Businesses in each Risk Category or Competency Check category as at 1 January immediately prior to the start of the Contract Year in question; and
     2. the Competency Check Rates detailed in Table 2 or such revised rates as HSE shall determine following the review referred to in paragraph 4.11.
  2. For Year 2 onwards, reactive/unplanned Competency Check targets for a Contract Year shall be based on the forecasts in Table 3. These forecasts will be reviewed annually by HSE prior to the commencement of the next Contract Year, and HSE shall then determine any required adjustment to the forecast after consultation with the Provider.
  3. If the number of any category of unplanned/reactive Competency Checks in Year 2 onwards exceeds (or is likely to exceed) the forecast number, HSE shall adjust the number of other Competency Checks to be carried out under paragraphs 4.15 and 4.16 so that they do not exceed the number required by those paragraphs in aggregate for the Contract Year in question.

**Table 2** Competency Check Rate by business Risk Category (for Year 2 onwards)

| **Business Risk Category** | **Competency Check rate (as average number of Competency Checks per business per Contract Year)** |
| --- | --- |
| Large Businesses  (10 or more registered engineers) | 3.8 |
| Small Businesses (1-9 registered engineers) |  |
| - Lower risk | 0.2 |
| - Medium risk | 0.5 |
| - Higher risk | 2.0 |
| - Targeted | 5.0 |
| Probationary businesses | 2.6 |

**Table 3** Forecast reactive/unplanned Inspections (for Year 2 onwards)

|  |  |
| --- | --- |
| **Type of reactive/unplanned Inspections** | **Inspection rate or number** |
| Complaint Inspections | 6% of the number of Registered Businesses |
| Illegal Gas Work Investigations | 600 |
| Support Investigations | 500 |

***Minimum requirements for a Competency Check***

*On-site Competency Check*

* 1. An on-site Competency Check (planned or reactive) to monitor an Engineer’s competence shall include the relevant activities set out in Table 4 in Annex 1 to this Schedule.
  2. The results for all Competency Checks must be recorded against the Business and Engineer in the Register database.
  3. The Engineer should understand that they are being assessed.
  4. A **"Technical Assessment"** shall consist of an on-site interview (or, in exceptional circumstances only where an on-site visit cannot safely take place, a telephone or video interview) with an Inspector to assess the competence for Engineers and Businesses. The Technical Assessment shall include a knowledge-based test which allows validation of the Engineer’s/Business’s classification and Risk Rating.
  5. Where it is not practicable to undertake the tests set out above, a visual assessment must be made and the results recorded in the Register database along with an explanation as to why a visual-only assessment was undertaken.

*Competency Check Event*

* 1. A Competency Check Event shall consist of a half-day awareness event (held in person or virtually) for lower Risk Category and low-scoring medium Risk Category Engineers and Businesses. The event shall include a knowledge-based test which allows validation of the Engineer’s/Business’s classification and Risk Rating and shall also include the relevant activities detailed in Table 4 in Annex 1 to this Schedule. For low scoring medium Risk Category Businesses, eligibility to participate in the half day Competency Check Event is subject to previously undertaking an onsite Competency Check over the course of the Term.

*Mandatory attendance event*

* 1. A mandatory attendance event shall consist of a full-day awareness event including two knowledge-based tests and also including the relevant activities detailed in Table 4 in Annex 1 to this Schedule, and shall be used for targeted high risk Businesses and Engineers. Failure to attend shall result in immediate suspension from the Register. All attendees must have follow-up on-site Competency Checks.

*Small Businesses (1 to 9 registered Engineers)*

* 1. The relevant activities underpinning what constitutes a Competency Check in respect of small Businesses are detailed in Table 4 in Annex 1 to this Schedule, and for the purpose of meeting the planned Competency Check requirements of Tables 1 and 2, one Competency Check for a small Business may consist of:
     1. a planned or reactive on-site Competency Check involving one site visit;
     2. one individual from one Business attending a half-day Competency Check Event (lower Risk Category and low-scoring medium Risk Category Businesses only) (low-scoring medium Risk Category Businesses are eligible to attend the Competency Check Event if they have previously undergone a site based Competency Check during the Term);
     3. one individual from one Business attending a one-day mandatory attendance event for targeted higher-risk Businesses; or
     4. an on-site Complaint Inspection.

*Large Businesses (10 or more registered Engineers)*

* 1. The relevant activities underpinning what constitutes a Competency Check in respect of large Businesses are detailed in Table 4 in Annex 1 to this Schedule, and for the purpose of meeting the planned Competency Check targets requirements of Tables 1 and 2, one Competency Check for a large Business may consist of:
     1. Up to one full day planned or reactive office-based management audit Competency Check (of one or more premises);
     2. a sample on-site planned or reactive Competency Check of an individual Engineer’s Gas Work; or
     3. if a Business has more than one working centre, one or more centres may be audited. The following count as one Competency Check:
        1. a half to full day Competency Check per working centre; or
        2. each individual engineer inspected during on-site Competency Check.

***Support Investigations and Illegal Gas Work Investigations***

* 1. Each half Working Day of support by a Gas Safe Register Inspector to HSE and local authorities in conducting Support Investigations in accordance with paragraph 10 counts as one Inspection for the purposes of meeting the Inspection requirements of Tables 1 and 3. The relevant activities underpinning what constitutes an appropriate Competency Check in these areas are detailed in Table 4 in Annex 1 to this Schedule.
  2. One site visit to an alleged illegal Gas Work site to conduct an Illegal Gas Work Investigation counts as one Competency Check for the purposes of meeting the Inspection requirements of Tables 1 and 3.

***Mandatory Technical Competence***

* 1. In addition to the Competency Checks and Inspections described above in this paragraph 4, where applicable, for those Businesses undertaking self-certification under the Building Regulations, a check of competence against the Mandatory Technical Competence (**"MTC"**) criteria covering gas heat producing appliances and the installation of heating and hot-water systems served by those appliances is required.
  2. During the Term, there will be an update to the MTC criteria covering gas heat producing appliances and the installation of heating and hot-water systems. Those Businesses in England undertaking self-certification under the Building Regulations, must ensure compliance against the MTCs. Where applicable, and in due course, the Service delivered by the Provider under this Contract will be required to incorporate checks against the MTC into the minimum Competence Check requirements set out in this paragraph 4. HSE expects the Provider to work across the UK and deliver changes against the applicable building regulations in respective parts of the UK.

***Review/audit of the current Competency Check regime***

* 1. During Year 1 of the Service Concession Agreement, the Provider is required to conduct (at its own cost) a review and audit of the current Competency Check regime. The detailed scope of the review and audit will be agreed between the Parties (both acting reasonably) but will include, as a minimum, considerations of the sustainability and feasibility of the varying the Competency Checks regime currently in place (as described in this paragraph 4) and bringing forward a plan and proposal as to how to best incorporate the requirements of MTC within the regime, for HSE's consideration. Any changes that HSE wishes to implement in connection with or resulting from the review and audit referred to in this paragraph 4.31 will be agreed between the Parties in accordance with the Change Control Procedure.

1. Complaints and appeals
   1. The Provider shall investigate, manage and respond to all complaints about:
      1. Registered Businesses or Engineers;
      2. non-registered Businesses or gas fitters carrying out Gas Work;
      3. unsafe Gas Work; and
      4. acts or omissions by the Provider while delivering the Services.
   2. A complaint is any expression of dissatisfaction, whether justified or not, about a service provided by, or a member of staff acting on behalf of, the Provider, or a report concerning illegal or potentially unsafe Gas Work.

***Complaints about Businesses and Engineers***

* 1. During the Transition Period, the Provider shall agree with HSE and publish on the Gas Safe Register website a ‘complaints and appeals handling process’ for investigating, managing and responding to complaints made in relation to potentially unsafe Gas Work carried out by any registered Business or Engineer and to reports of illegal Gas Work.
  2. The Provider shall enable complaints to be reported by phone, email, letter and online.
  3. The Provider shall undertake an initial review of complaint status to establish the next steps, prioritisation, and processes and procedures to be followed. This review should include:
     1. determining whether an individual complaint or contact concerns potentially unsafe Gas Work;
     2. a mechanism by which the appropriate priority is given to any such complaint or enquiry;
     3. determining the next course of action where potential unsafe Gas Work is identified. Such courses of action shall include:
        1. identify the level of priority for each Complaint Inspection;
        2. complaint handling within contact centre not requiring on-site Complaint Inspection;
        3. assisting the complainant to contact the relevant gas emergency service provider (ESP). The Provider shall maintain an up-to-date list and contact details for all ESPs; and
        4. signposting to another agency if the complaint is not gas safety related.
  4. Complaint Inspections should be carried out within ten (10) Working Days of the complaint being logged, in accordance with Service Level SL03 and Service Level SL08 (see Schedule 3 (Service Levels)).

***Complaints and appeals against service and about actions taken by the Provider***

* 1. During the Transition Period, the Provider shall also be required to agree with HSE and publish on the Gas Safe Register website a complaints and appeals handling process for investigating and managing, handling and responding to complaints about any service provided by, or a member of staff acting on behalf of, the Provider.
  2. Examples of potential subjects of a complaint relating to the Provider include (but are not limited to):
     1. a failure to provide an offered service;
     2. giving incorrect or misleading information;
     3. rude, unhelpful or inappropriate behaviour by staff;
     4. poor communication; and
     5. disagreement with policy or process.
  3. The Provider shall enable individuals to contact it by phone, email and post if they are unhappy with the service provided.
  4. The policy should also include provision for individuals to request a review of the complaint if they are unhappy with the initial response.
  5. All complaint information must be handled sensitively and in compliance with any relevant data protection requirements.

***HSE access to complaints and appeals cases***

* 1. The Provider shall bring to HSE’s attention those complaints and appeal cases to which this paragraph 5 relates that require consultation with HSE. The Provider shall follow the procedure for identifying and dealing with these cases as set out in the Concordat which shall be subject to annual review along with all policies and procedures.
  2. The Provider shall make all complaints and appeal cases visible to HSE via an online portal or other reporting mechanism agreed with HSE.

***Sanctions***

* 1. The Provider may apply sanctions to any registered Business and/or Engineer where there is justification to do so, under the Sanctions Policy which shall be reviewed annually and agreed with HSE.

1. Access to the Register
   1. The Provider shall ensure that the Register is:
      1. electronic and accessible 24/7 via a free to use website that is compliant with Web Content Accessibility Guidelines (WCAG);
      2. designed in such a way that it is straightforward for users to identify Businesses/Engineers, and the work they are qualified to undertake, by criteria including name of Business, name of Engineer, registration number and Competence. Search fields shall also include Business/Engineer postcode, their telephone number and their area / location (publication of this information being subject to agreement by the Business/Engineer concerned); and
      3. accessible by phone (via a Gas Safe Register Contact Centre).
   2. The Provider will ensure that user access to the Register is free to use for gas safety purposes, and will encourage use of services such as "Check the Register" and “find a registered engineer”.
   3. The Provider will ensure user access complies with Data Protection Legislation.
   4. The Provider may, subject to compliance with Data Protection Legislation and permission from HSE, share registration data on a non-commercial basis with third parties for the furtherance of gas safety.
   5. Access channels to the Register shall be regularly reviewed by the Provider to ensure that appropriate channels are available for Consumers, Businesses and Engineers.
2. Promote awareness of the Register, the work of Gas Safe Register and gas safety information
   1. The Provider shall promote and maintain awareness among the audience groups listed in paragraph 7.2 of the legal requirement for any Business or self-employed person carrying out Gas Work to be registered on the Register.
   2. Audience groups are:
      1. general public in the United Kingdom as a whole;
      2. homeowners, first-time buyers;
      3. tenants in rented accommodation;
      4. landlords (e.g. private landlords, housing associations, local authorities etc.);
      5. parents and those with family or community responsibilities;
      6. vulnerable groups as defined by Ofgem, e.g. the elderly; and
      7. other stakeholders to be specified from time to time by HSE.

***Website***

* 1. The Provider shall host and maintain a website entitled “Gas Safe Register” and ensure that it is accessible to Registered Business and Engineers and Consumers / members of the public as the primary channel for dissemination of information by the Provider on all matters relating to or connected with:
     1. the Register;
     2. Gas Work;
     3. the Services;
     4. gas safety and the risks of carbon monoxide.
  2. Through the website, registered Business and Engineers shall have:
     1. access to a multi-factor password-protected portal to manage their registration and account activities;
     2. access to technical bulletins, safety alerts and industry updates;
     3. access to their own data held on the Register (including view-only access to expiry of registration and competencies, and Competency Check reports); and
     4. facility to report work notifiable under Building Regulations.
  3. Through the website, members of the public shall be able to check Business and Engineer registrations and access gas safety information.
  4. As a minimum requirement, the website should include the following:
     1. search function to ‘Check the Register’;
     2. information about the Gas Safe Register including:
        1. policies;
        2. understanding the identity card; and
        3. news and updates
     3. help and advice on topics including (but not limited to):
        1. Building Regulations certificates;
        2. carbon monoxide poisoning;
        3. complaints about or reporting a gas fitter operating illegally;
        4. gas emergencies;
        5. gas safety tips;
        6. nominating an appliance/installation for Competency Check; and
        7. requirements of a landlord and tenant
     4. contacts (Provider and industry);
     5. site search function;
     6. annual appliance safety check reminder option for Consumers;
     7. links to social media channels;
     8. consumer helpline clearly displayed;
     9. popular page links; and
     10. safety alerts.
  5. The Provider must publish its Privacy Policy and Acceptable Use Policy on the website.

***Website standards and accessibility***

* 1. The website shall adopt responsive web design, allowing all webpages to be viewed in response to the size of the screen or web browser they are viewing it on and therefore accessible via a full range of devices (PC, smartphone, tablet).
  2. The website shall comply with up to date website standards and include regular user testing/monitoring and agility to respond. Standards to be complied with include:
     1. HTML5;
     2. CSS2.1 or above;
     3. Javascript ECMAscript5.1 or above, JQuery;
     4. WCAG AA minimum accessibility standard (including colour contrasts);
     5. W3C compliant mark-up;
     6. responsive UI using CSS media queries;
     7. user tested for accessibility; and
     8. tested and proven to work on all common N-2 browsers (Edge, Google Chrome, Firefox and Safari).
  3. The website must be available at all times, with the exception of scheduled and essential maintenance.
  4. The Provider shall be required to inform HSE of any planned maintenance or downtime affecting the website, database or telephone system at least 48 hours in advance and any unplanned downtime within one (1) Working Hour of the requirement for downtime being identified.

***Contact Centre***

* 1. In addition to the Gas Safe Register website, the Provider shall operate a UK-based customer service contact centre (“Contact Centre”) to receive, triage and respond to communications from Businesses, Engineers and Consumers, HSE, local authorities and other enforcement agencies. Operating hours shall be 8:00am to 6pm Monday to Friday and 8am to 12.30pm on Saturday (excluding Bank Holidays in England and Wales) and shall be reviewed and agreed with HSE annually or as required.
  2. The Contact Centre shall receive and manage communication through a range of channels including at minimum telephone calls, hard copy letters, emails and online contact.
  3. The Contact Centre shall comply with the following minimum access standards:
     1. access shall be free of charge;
     2. the Register shall be accessible to the vulnerable (as defined by Ofgem) in accordance with good industry practice. ‘Vulnerable’ includes Consumers who are in vulnerable circumstances, for example of pensionable age, have a disability, are chronically sick, on low incomes, living in rural areas;
     3. Consumers shall be made aware of where to direct any emergency calls;
     4. a call-back option shall be available where waiting time in the Contact Centre for telephone enquiries to be answered by a customer services advisor is greater than one minute, with the target for call backs being within one hour.
  4. The Contact Centre shall incorporate three essential functions:
     1. Consumer enquiries and helpline (including Gas Safety Advice Line);
     2. Engineer services (registration and renewal, and notification services); and
     3. Technical helpline (for Registered Businesses/Engineers and gas consumers).

*Gas Safety Advice Line*

* 1. The Provider shall manage and operate a dedicated telephone number for a “Gas Safety Advice Line” to receive gas safety calls which shall be triaged by an interactive voice response (IVR) self-service telephone system.
  2. The Gas Safety Advice Line shall provide information and guidance of a general nature on gas safety issues, drawing on material provided by HSE in the form of HSE website information, supplemented by FAQs and call scripts where necessary.
  3. The Provider shall ensure that:
     1. any advice given shall be limited to general information and guidance in accordance with paragraph 7.17; and
     2. the consumer is aware of this limit to the advice being given.
  4. The Provider shall ensure that Consumers are able to nominate work for Competency Check by informing the Provider (by phone using a dedicated consumer helpline telephone number or online) about Gas Work they have had completed recently, which they would like inspected.
  5. Provider shall have a system to ensure calls are routed to the correct team. The Contact Centre staff should develop sufficient knowledge to respond to the majority of calls without the need to transfer. Systems should include routes for dealing with enquiries which do not relate to HSE enforcement issues such as Building Regulations compliance. Such enquiries shall still need to be monitored for volumes and included in regular performance reports.

*Engineer services*

* 1. The Provider shall operate and advertise a separate phone line and email address for Registered Businesses and Engineers to raise any queries relating to their registration.

*Technical helpline*

* 1. The Provider shall operate and advertise a separate phone line and email address for Registered Businesses and Engineers to access a team of experienced gas engineers, offering support with decision making to address technical issues. Where appropriate, the technical helpline shall also support gas consumer and enforcement bodies enquiries.

***Registered Gas Engineer magazine***

* 1. The Provider shall publish (in hard copy and electronic format) a bi-monthly news and information magazine aimed at registered Businesses and Engineers to keep them up to date with important news, technical information and features regarding gas safety.
  2. The Provider shall be required to ensure the quality and accuracy of information provided and outline the editorial process, to be agreed with HSE prior to the Services Start Date.
  3. Each registered Business shall receive one hard copy of the magazine free of charge with the option to purchase additional copies.
  4. The magazine must be:
     1. funded from advertising or other sources;
     2. not-for-profit over the Term, in that Provider may cover its costs;
     3. offered at a nominal charge (to be agreed with HSE) to any person who is not a Registered Business or Registered Engineer; and
     4. made available free of charge in electronic format, including as a tablet edition (iPad and Android) enabling Registered Businesses and Engineers to access back issues on demand;
     5. able to provide a facility for the Registered Business or Engineer to electronically opt-out of a paper copy at any time; and
     6. in line with the Sender Policy Framework to overcome any potential electronic delivery issues.
  5. The Provider shall, prior to the completion of the transition period, develop advertising rules for the magazine which shall be subject to HSE approval.
  6. The Provider shall also prepare and circulate (in compliance with Data Protection Legislation) a monthly electronic newsletter aimed at Registered Businesses and Engineers to keep them up to date with important news and technical information.

***Access to Standards***

* 1. The Provider shall facilitate via a subscription service access to key industry standards. The range of Standards shall cover natural gas, LPG, domestic, commercial and industrial gas installations (32 IGEM, 36 BSI, 16 UKLPG). Access to Standards is an additional cost on top of Gas Safe registration.

***Online resources for Registered Engineers***

* 1. Where authentication is required to access the website to be provided and maintained by the Provider pursuant to paragraph 7.3, the Provider shall ensure that 2- or multi-factor authentication shall be used. The Provider should make available a range of information and benefits including:
     1. safety alerts;
     2. technical bulletins;
     3. gas industry unsafe procedures;
     4. legislative, normative and informative documents;
     5. access to key industry Standards at an optional and additional subscription cost (i.e. on top of Gas Safe registration) as referred to in paragraph 7.29,; and
     6. quick and easy notification to report work notifiable under Building Regulations.
  2. There must be the facility for engineers to access, on demand, their own data held by the Register. This includes expiry of registration and competencies, personal details, Competency Check reports and ongoing account activities.

1. Ensure relevant safety information is available to all
   1. The Provider shall enable Registered Businesses and Engineers, HSE, local authorities and others to alert it to any information about significant technical or operational failings, or shortfalls in the instructions provided for the installation or operation of gas appliances, and shall communicate these issues quickly and effectively to manufacturers or importers of gas appliances.
   2. The Provider shall ensure that urgent safety information about gas appliances and installations received from manufacturers, the gas supply industry or others is analysed quickly and shall communicate that which is safety critical to all those affected as a matter of urgency.
   3. The Provider shall ensure that they use appropriate and effective channels to receive and communicate such safety information.
2. Using and maintaining the Gas Safe Register brand
   1. The Provider shall refer to the Register in all communications (including publicity and marketing materials) as ‘the Gas Safe Register’ and shall use the Brand in all communications relating to the Register. The Provider must maintain intellectual property protection for the Brand. To ensure its independence, the Brand must be kept clearly separate from and must not be associated with any Provider branding.

***Objectives for the Gas Safe Register brand***

* 1. The Gas Safe Register brand shall be used in a range of channels by the Provider to:
     1. promote gas safety across Great Britain and Northern Ireland;
     2. be the recognised and trusted brand for the protection of gas Consumers from unsafe Gas Work;
     3. raise awareness of the critical gas safety measures gas Consumers should take;
     4. promote the need for gas Consumers to use only registered Businesses and Engineers;
     5. promote the need for Consumers to always ask to see a registered Business or Engineer identity card and check its validity;
     6. communicate the key message that it is illegal for anyone to undertake ‘paid for’ Gas Work unless they are registered; and
     7. provide gas Consumers with essential information about gas safety and risks of carbon monoxide poisoning including the need to regularly service domestic gas appliances.

***Brand marketing material***

* 1. HSE permits the Provider to produce and sell marketing material in conjunction with third parties. Such use must be subject to HSE’s agreement prior to charging.

1. Support HSE/local authority enforcement action
   1. The Provider shall provide when required ad hoc on-site support (with occasional assistance out of office hours) to HSE and local authority regulatory functions for a fire/explosion incident investigation:
      1. The Provider’s incident investigator shall be competent to view gas installation pipework and appliances that may still be located in the premises or have been removed from the premises and provide a report of their findings.
      2. The report shall be based factually on what gas appliance/installation was inspected/viewed on the day.
   2. The Provider shall when requested by HSE, local authorities, coroners or the police undertake urgent carbon monoxide (CO) incident investigations or priority Inspection requests from HSE (see Service Levels 4 and 5 in Schedule 3 (Service Levels)) relating to circumstances where:
      1. there are confirmed or suspected CO fatalities or poisonings (normally following a RIDDOR 11 (1 or 2) report) under the instruction of HSE/local authority/coroner/police; or
      2. where there is no dutyholder (gas supplier); or
      3. where there is a conflict of interest with the gas supplier; or
      4. where the police/coroner has jurisdiction; or
      5. where HSE/local authority has specifically requested support from Gas Safe Register.
   3. Requests of the nature referred to in 10.1 and 10.2 shall be considered as urgent and shall be responded to within one (1) Working Hour of receipt, with arrangements for the investigation being made within the next three (3) Working Days.
   4. The Provider shall when requested by HSE, local authorities, coroners and the police undertake specific work inspection in connection with a serious incident investigation or Inspection of a specific engineer’s work where the engineer is being investigated for unsafe Gas Work. Requests of this type shall be responded to within one (1) Working Day, with arrangements for the inspection activities being made for the earliest mutually agreed time and date, and the site visit completed and report submitted no later than ten (10) Working Days of the request (see Service Levels 6 and 7 in Schedule 3 (Service Levels)).
   5. The Provider may occasionally be required to provide additional incident support such as attendance at community meetings or media briefings.

***On-site / off-site technical support***

* 1. The Provider shall provide both on-site and off-site gas safety technical advice to both HSE, local authorities and other enforcement agencies on request. On-site gas technical support such as supporting an HSE inspector or a local authority Environmental Health Officer (EHO) on inspection/investigation activities shall be undertaken upon appropriate authorisation from the requesting authority.
  2. Requests for on-site gas technical support from HSE or a local authority shall be responded to within the next 24 hours, with arrangements for the support activity being arranged in line with standard Inspection activities and Service Levels within the next ten (10) Working Days.
  3. Off-site technical support shall normally be provided during office hours.

***Requesting technical support (eg police, coroner or other such agencies as HSE may from time-to-time require)***

* 1. The Provider shall provide access for local authorities, coroners, the police, and such other agencies as HSE may from time-to-time require, to enable them to request support, investigation or inspection of any kind covered by this paragraph 10. Such requests shall be confirmed in writing (via email) to enable the request to be verified e.g. from a ‘.gov.uk’ or ‘police’ email address, or valid government or enforcement body address.
  2. The requester shall be asked if a request is connected with any existing HSE or local authority investigation.
  3. Once a request for service has been received and all necessary information gathered by the Provider, arrangements for delivery of the support shall be confirmed by the Provider to the requester via email.
  4. Response times shall be as stated in the Service Levels (see Schedule 3 (Service Levels)).

***Prosecutions***

* 1. On request, the Provider shall provide to HSE and agencies referred to above:
     1. witness statements;
     2. court appearances;
     3. Inspection reports;
     4. illegal Gas Work investigation reports; and
     5. copies of articles published in the *Registered Gas Engineer* magazine and newsletter.

***Requests from HSE/local authorities to Gas Safe Register***

* 1. The Provider shall provide on HSE’s request support in respect of other areas of work including gas safety stakeholder events, gas safety standards work, technical writing, local advice, attending technical committees (including international committees), supporting regional and national gas safety training initiatives for HSE staff, and local advisory and technical support on gas safety issues.

***Gas safety awareness training to enforcement bodies***

* 1. General gas safety awareness training shall be provided to HSE or another enforcement body as and when reasonably requested and subject to approval by HSE.

1. Maintain an illegal Gas Work investigation function
   1. The Provider shall maintain an appropriately resourced function to research and investigate Gas Work performed by unregistered business and gas fitters.
   2. The function shall enforce the Rules of Registration and Competence Criteria for Registration and, in respect of unregistered businesses and gas fitters, shall:
      1. encourage registration;
      2. identify a range of approaches and channels to communicate the key message that they are acting illegally;
      3. advise them to cease such illegal activities;
      4. ensure that all communications with unregistered businesses and gas fitters are adequately documented and recorded to ensure they are suitable to support any prosecution;
      5. prepare documents and evidence to be passed to HSE to support prosecutions;
      6. ensure that Inspectors and other staff members as required provide witness statements, prepare reports and give evidence as may be requested by a Regulatory Body; and
      7. establish and maintain a process with HSE, by way of the Concordat, for the escalation of cases for consideration for prosecution, and the presentation of evidence in respect of such cases.
   3. The Provider shall not undertake prosecutions.
2. Facilitate notification of Gas Work under the Building Regulations (England & Wales)
   1. In England and Wales, the Building Regulations require all local authorities to be informed within thirty (30) Working Days of a heat-producing appliance being installed in a property. This function shall be facilitated by the Provider. Gas Safe Register is currently listed as a self-certification scheme in Schedule 3 of the Building Regulations.
   2. The Building Regulations and Gas Safe Register’s Rules of Registration require that Gas Safe registered businesses comply with their requirements by notifying (i.e. self-certifying) any relevant appliances they have installed to the local authority.
   3. The Provider shall ensure there is the facility for Registered Businesses and Engineers to notify the installation of any relevant appliances in accordance with the Building Regulations to the local authority via the Provider. Such notifications shall be capable of being submitted online via the Gas Safe Register website, by phone or via an Approved Third Party (eg manufacturer) via API.
   4. Where such work is reported to the Provider, the Provider shall be expected to:
      1. acknowledge receipt of the report;
      2. check the Engineer who undertook the work is on the Register was competent to undertake such Gas Work;
      3. record the notification against the registration details of the Engineer/Business;
      4. forward notification details to the Local Authority Building Control (LABC) within thirty (30) Working Days;
      5. produce and send a compliance certificate to the consumer for whom the Gas Work was undertaken by post within fifteen (15) Working Days; and
      6. issue replacement certificates on request.
   5. The Department for Levelling Up, Housing and Communities may occasionally make changes to requirements in accordance with Building Regulations. The Provider shall make necessary adjustments to the notification facility referred to in paragraph 12.4 to accommodate such changes.
3. Provide assistance to HSE on all aspects of the management of the Register, including contract management and reporting on performance

***Transition arrangements***

* 1. The Provider shall at the Effective Date appoint and maintain an appropriately qualified and resourced transition team to support HSE and liaise with the Previous Provider. This includes supporting the data migration process and cooperating with all parties to ensure staffing information, legal and procedural documentation, and service area templates are made available and securely transferred from the Previous Provider to the Provider.

***Contract and service management***

* 1. The Provider shall at the Effective Date appoint a contract manager with suitable qualifications, experience and sufficient authority and visibility in the organisation to manage day-to-day service delivery and act as a central point of contact with HSE and co-ordinate the production of management information.
  2. The Provider shall establish and maintain a management structure to manage and monitor service delivery in accordance with the governance structure proposed by HSE in Schedule 10 (Governance and Contract Management)**.**

***Reporting***

* 1. The Provider shall answer promptly all questions and provide relevant data about the operation of the Register to enable HSE to manage the Agreement, monitor the Provider’s performance and to inform any development of the Register by HSE.
  2. The Provider shall produce and publish on the Gas Safe Register website an Annual Performance Report for the industry, as a high-level summary, the content of which shall be developed by the Provider and agreed with HSE.

***Policies and Procedures***

* 1. The Provider shall maintain the Rules of Registration, the Concordat, and the Policies and Procedures listed in Schedule 18 (Assets). Any updates shall require agreement with HSE.
  2. The IPR in these documents is owned by HSE.
  3. The Provider shall review the documents listed in 13.6 annually, and make recommendations to HSE when changes are required. The Provider shall respond to ad hoc requirements to change and make recommendations to HSE.
  4. The documents listed in paragraph 13.6 shall only be amended with HSE’s prior permission.

***Performance management***

* 1. The Provider shall be required to refine and implement the methodology proposed in Schedule 3 (Service Levels) and Schedule 8 (Key Performance Indicators) to measure their performance, establish baselines and agree performance targets during the Transition Period so that Service Level and Key Performance Indicators (KPIs) measures and targets are in place and ready to use from the Service Start Date.
  2. The final KPI methodology and targets shall be agreed with HSE prior to implementation.

1. Gas Safe Charity
   1. The Provider shall, before the Services Start Date, agree a memorandum of understanding with the Gas Safe Charity. That memorandum of understanding shall contain provision for the Provider to act as a facilitator and coordinator, be responsible for administrative support and to be the provider of marketing expertise.
   2. The Provider shall make available a stakeholder manager and administration support and, if required, administer the Charity’s funds.
   3. The Provider shall nominate an individual from its organisation to act as a Trustee of the Charity (subject to formal appointment) during (but for no longer than) the Term who shall, as part of the role:
      1. ensure the Charity is carrying out its purposes for the public benefit;
      2. comply with the Charity’s Articles of Association and the law;
      3. act in the Charity’s best interests;
      4. manage the Charity’s resources responsibly; and
      5. ensure the Charity is accountable.
   4. On expiry or termination of this Agreement, the appointment of the Provider’s nominated trustee and the Provider’s right to nominate trustees shall cease.
2. Undertake a student engagement trial
   1. For the purposes of this Agreement, a ‘student’ includes any learner, including apprentices, undertaking training in the gas work as defined under Gas Safety (Installation and Use) Regulations 1998.
   2. The Provider shall carry out a student engagement trial, including analysis of the potential cost and benefits.
   3. The findings of the feasibility study should be presented to HSE by the end of December 2025.
   4. Based on the outcome of the trial, the Provider shall deliver a report outlining:
      1. proposals for implementing student engagement which reflect the findings of the review;
      2. a clear pathway and timetable for delivering each proposal; and
      3. a cost/benefit analysis of each proposal for HSE and industry.
3. Standards Setting Body
   1. During Year 1, on behalf of the Standards Setting Body (SSB), the Provider shall conduct a procurement exercise to appoint an organisation to undertake the Standards Setting Function (SSF) (including secretariat) from Year 2 onwards under a four-year contract (with option to extend and novate to HSE or the next Provider at the end of this Agreement).
   2. The contract for the procured services shall be between the Provider and the SSF service delivery provider.
   3. The Provider shall develop the service levels and KPIs for the procured services in conjunction with the SSB and HSE. HSE and the SSB will participate in procurement exercise as evaluators.
   4. During Year 1, the SSF service will be provided by EU Skills.
   5. The Provider shall fund the SSB as outlined in Schedule 5 (Financial Model and Gain Share).
   6. During Year 1, the Provider will work with the current SSF service delivery provider to make proposals for HSE's review and, if appropriate, approval as to how best to integrate and fund the relevant Mandatory Technical Competence requirements (as referred to in paragraph 4.29) into the Standards Setting Function.
4. Gas Installation Unsafe Situations Procedure Group
   1. The Gas Installation Unsafe Situations Procedure Group (**"GIUSPG"**) assists and supports registered gas businesses, to correctly identify, classify and deal with a wide variety of gas-related unsafe situations that they are likely to encounter during the course of their work.
   2. The Gas Installation Unsafe Situations Procedure Group has representation from across the industry, including the Provider, HSE and subject matter experts. The resulting documentation, ‘The Gas Installation Unsafe Situations Procedure (GIUSP)’ is regarded across the industry as an essential safety document.
   3. The Institute of Gas Engineers and Managers (IGEM) currently provides the secretariat for the Group.
   4. The Provider shall fund the GIUSP as outlined in Schedule 5 (Financial Model and Gain Share).
   5. The evaluation and monitoring of said funding will be agreed between the Provider and IGEM.
   6. A memorandum of understanding (MOU) between IGEM and the Provider will be maintained to ensure there is a suitable and sufficient process for communicating the findings, results and learnings of the GIUSPG with Businesses and Engineers.
5. Undertake a Decade Review
   1. The Provider shall undertake a review before the end of 2026 in accordance with this paragraph 18 to understand the wider industry and prepare for the future of the gas industry (the **"Decade Review"**).
   2. The purpose of the Decade Review is to:
      1. explore the current arrangements to promote domestic gas safety across the UK;
      2. identify areas of strength and weakness; and
      3. make recommendations for the future.
   3. The Decade Review will cover, but not exclusively, the following topics:
      1. the industry
         1. The current state of the gas and gas safety industry.
         2. How has the industry changed in the past ten years?
      2. Engineers
         1. What do engineers expect and need from the Register?
         2. Have engineer attitudes, behaviour and motivation changed in the past decade?
      3. Training, skills and competence
         1. What are engineers' views on the current training and re-assessment regime?
      4. The future
         1. What might the industry look like in years to come?
         2. What are future issues that the industry might face, such as ageing installations, new fuels, government intervention and new technologies and appliances?
6. Develop the newly introduced role of SME Champion
   1. In recognition that over 98% of Registered Business are Small and Medium Enterprises (SME), a new position of "SME Champion" has been introduced to ensure the views of these businesses are represented and enable wider engagement with the sector. The Provider will be expected to further develop this role.
   2. The ambitions of the SME Champion are to:
      1. lead on the overall relationship between Gas Safe Register and SMEs;
      2. work with SMEs to identify and overcome any barriers between SMEs and GSR; and
      3. act as a representative of SME views at appropriate opportunities such as the Standards Setting Body and Large Business Forum.
7. Facilitate UK Government ambitions towards the Net Zero agenda
   1. Under the Gas Safety (Installation and Use) Regulations 1998 (GSIUR), for a gas engineering business to legally undertake gas work that is within the scope of GSIUR they must be on the Register. The use of alternatives to natural gas, such as hydrogen or natural gas blended with hydrogen, in domestic premises is also regulated under the GSIUR.
   2. The Provider must work with HSE and UK Government to help enable Net Zero technologies – including potential options for 100% hydrogen heating and hydrogen blends within the gas network.
   3. The Provider will work closely with the Standard Setting Body in the creation of new assessments and registration requirements.
   4. The Provider will enable current and future Hydrogen Heating Programmes Trials, pilots or other limited scale projects using alternatives to natural gas, such as hydrogen or hydrogen blends, by ensuring that the number of Competency Checks and inspectors is proportionate to the risk.
   5. The Provider will within the scope of their remit communicate with the public regarding any trials, pilots or other limited scale projects including but not exclusively:
      1. publicising and communicating with industry regarding competency criteria and assessments; and
      2. communicating with members of the public on relevant developments within the programme and the effect it will have on consumer choice of engineers.
   6. The Provider will innovate and adapt where necessary to help enable Net Zero through continued service provision in line with the 2026 Government policy decisions on the use of alternatives to natural gas, such as hydrogen or hydrogen blends, gas network and potential changes to relevant legislation (including GSIUR) following the policy decision.
   7. The Provider will consider implications of future policy decisions and regulatory changes on service delivery, policy and procedures, publishing and communications.
   8. The Provider will work with HSE to evaluate any impact of the aforementioned programmes on the Risk Model and update it (subject to the prior written agreement of HSE) accordingly to ensure its continued fitness for purpose.

Annex 1 – TABLE 4: INSPECTION METHODOLOGY MATRIX

Note: All on-site Inspection activity is subject to permission from the property owner or responsible person for the gas installation.

**Glossary for Table 4**

**CCE** Competency Check Event

**TA** On-site Technical Assessment – additional verbal assessment of supplementary scope (eg assessment of LPG or Commercial competence if on-site inspection was a natural gas domestic installation)

**MAE** Mandatory Attendance Event

**CC** Competency Checks - Risk based inspection, includes Lower, Medium and High-risk business inspections and Targeted Competence inspections

**Prob** Probationary registration Inspection

**Illegal**  Illegal Gas Work Inspection

**Complaint** Complaint Inspection

**LBCC** Large Business Competency Checks

**Table 4 – Competency Check**

| **Activity** | **CCE** | **TA** | **MAE** | **CC** | **Prob** | **Illegal** | **Complaint** | **LBCC** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| All on-site inspection (planned or reactive) used to monitor an engineer’s competence shall include the following:   * the requirements of regulation 26(9) of the Gas Safety (Installation and Use) Regulations 1998; * gas tightness testing; * meter operating pressure checks; * combustion performance flue gas analysis, where appropriate | **-** | **-** | **-** |  |  |  |  |  |
| Check policies and procedures in place for effective  planning, organisation, control, monitoring and review of the preventive and protective  measures in place to comply with the Gas Safety (Installation and Use) Regulations: for example: Engineer selection; Tools and equipment; work records; technical support; supervision and QC; complaints/RIDDOR management | - | - | - | - | - | - | - |  |
| Written examination to demonstrate knowledge of Gas Industry Unsafe Situations Procedure (GSIUP) |  | - |  | - | - | - | - | - |
| Full day awareness events including two knowledge-based tests | - | - |  | - | - | - | - | - |
| Discussion (if appropriate) GIUSP; RIDDOR, Work Records, Technical reference material & LGSR |  |  |  |  |  | - | - |  |
| Oral technical questions regarding individual core work categories that are not inspected on site | - |  | - |  |  |  |  | - |
| Visual check of consumables used by engineer. Including, but not limited to, Equipment/Tools, Advice Notices and Labels | - |  | - |  |  | - | - | - |
| Practical (where unavailable a visual) demonstration of knowledge of Gas Industry Unsafe Situations Procedure (GSIUP) | - | - | - |  |  | - |  |  |
| Practical (where unavailable a visual) demonstration of business and engineers compliances with relevant geographical gas safety legislation e.g. aspects of GSIUR 1998 appropriate to downstream engineers. | - | - | - |  |  |  |  |  |
| Practical (where unavailable a visual) demonstration of relevant geographical Building Regulations (eg Mandatory Technical Competence and applicable functional requirements and Approved Documents L, J, F, G, B, in England) | - | - | - |  |  |  |  |  |

For background, the above activities are required so that the Register can confirm:

(a) the installation does not pose a risk to people or property and that any defects have been recorded and the responsible person for the property and Registered Business has been made aware; and

(b) that the Engineer being inspected has the technical and underpinning knowledge and understanding to demonstrate the installation complies with the GSIUR, manufacturer's instructions or where relevant appropriate normative industry standards and can assess existing gas installations they encounter against the GIUSP and take appropriate actions.

SCHEDULE 2: Additional and Ancillary Services

Purpose

1. Purpose and effect
   1. This Schedule sets out:
      1. The Additional Services that the Provider is authorised to provide;
      2. The conditions applying to the provision of such Additional Services;
      3. The Ancillary Services that HSE and the Provider have agreed that the Provider will provide;
      4. The conditions upon which the Provider shall provide Ancillary Services; and
      5. The costs for Ancillary Services.
   2. This Schedule shall have effect:
      1. throughout the term in respect of Additional Services; and
      2. whenever HSE orders Ancillary Services.

Part A: Additional Services

1. Additional Services
   1. HSE has approved the Provider to undertake the following Additional Services:

**Table 1** Additional Services

| **Service** | **Date agreed** | **Description** |
| --- | --- | --- |
| Rules of Registration hard copy | Effective Date | Production and sale of hard copy versions of the Rules of Registration other than those hard copies versions to be provided for free to Registered Businesses in accordance with paragraphs 3.3 of Schedule 1 (Concession Services Requirements) |
| Brand marketing material | Effective Date | Production and sale of Brand marketing material in conjunction with third parties under paragraph 9.3 of Schedule 1 (Concession Services Requirements) |
| Magazine | Effective Date | Sale of *Registered Gas Engineer* magazine to the parties in accordance with paragraphs 7.23 to 7.26 of Schedule 1 (Concession Services Requirements) |
| 3rd Party Provider API (excluding notification) | Effective Date | Make provision for approved Third Party Providers to access the GSR database for the purposes detailed within each individual agreement e.g. validate engineer registration.  The agreed Additional Charges for this Additional Service are:  (i) Initial set-up REDACTED ; and  (ii) annual subscription REDACTED . |

* 1. The Provider shall not undertake Additional Services without the express prior written permission of HSE.

Part B: Conditions Applying to Provision of Additional Services

1. Conditions
   1. HSE has imposed no conditions other than those set out in paragraph 2 of this Schedule 2 on the provision by Provider of Additional Services.

Part C: Conditions Applying to the Provision of Ancillary Services

1. Introduction
   1. This Part C sets out the Ancillary Services HSE and the Provider have agreed that the Provider shall provide and the procedures for HSE to order and Provider to undertake Ancillary Services.
2. Ancillary Services
   1. As at the Effective Date, HSE and the Provider have agreed that the Provider shall provide the following Ancillary Service (if any):
3. **Table 2** Ancillary Services

| **Service** | **Date agreed** | **Description** |
| --- | --- | --- |
| There are no Ancillary Services as at the Effective Date. |  |  |

1. Order of Ancillary Services
   1. The ordering of Ancillary Services shall be subject to the Change Control Procedure.
2. Charges for Ancillary Services
   1. Ancillary Charges for each Work Package shall be agreed between the Parties and set out in the relevant Work Package, based on the appropriate combination of:
      1. the Day Rates set out in Part D; and/or
      2. Any other additional costs agreed by HSE.
   2. Ancillary Charges for an agreed Work Package shall in no circumstances be subject to increase or reduction and the entire risk in respect of increased or decreased costs compared to the proposal shall rest with the Provider subject to HSE fulfilling any obligations it may have in respect of such Work Package.
   3. Any changes to a Work Package shall be made in accordance with the Change Control Procedure.
3. Payment terms
   1. Ancillary Charges that are properly due to the Provider shall be deducted by the Provider from Funds for Distribution, except:
      1. if and solely to the extent that there are insufficient amounts remaining in the Funds for Distribution in order to meet the relevant Ancillary Charges; or
      2. where HSE (in its sole discretion) expressly advises the Provider that the relevant Ancillary Charges will not be met through Funds for Distribution.
   2. The Provider shall only be entitled to deduct sums from the Funds for Distribution in order to meet Ancillary Charges in accordance with the terms agreed between the Parties as part of the Change Control Procedure and set out in the relevant Work Package. Where paragraph 8.1.1 or 8.1.2 applies, the terms on which the Ancillary Charges will be payable by HSE shall be agreed between the Parties as part of the Change Control Procedure and set out in the relevant Work Package.

Part D: Day Rates

1. Rates
   1. The day rates for Work Packages are set out in Table 3.
2. **Table 3** Day rates

| **Role** | **Day Rate (£)** | | |
| --- | --- | --- | --- |
| **20 Days or Less** | **21 to 50 Days** | **51 Days +** |
| Chief Executive/Managing Director | REDACTED | REDACTED | REDACTED |
| Head of Field Operations & Enforcement | REDACTED | REDACTED | REDACTED |
| National Field Operations Manager | REDACTED | REDACTED | REDACTED |
| Technical Operations & Compliance Manager | REDACTED | REDACTED | REDACTED |
| Field Operations Support Manager | REDACTED | REDACTED | REDACTED |
| Business Improvements Manager | REDACTED | REDACTED | REDACTED |
| Business Analyst | REDACTED | REDACTED | REDACTED |
| Senior Inspector / Area Manager | REDACTED | REDACTED | REDACTED |
| Inspector | REDACTED | REDACTED | REDACTED |
| Inspection Scheduler | REDACTED | REDACTED | REDACTED |
| Technical & Registration Manager | REDACTED | REDACTED | REDACTED |
| Head of Service Operations (Technical & Customer Service) | REDACTED | REDACTED | REDACTED |
| Technical Support Manager | REDACTED | REDACTED | REDACTED |
| Standards Manager | REDACTED | REDACTED | REDACTED |
| Technical Officer | REDACTED | REDACTED | REDACTED |
| Technical Support Officer | REDACTED | REDACTED | REDACTED |
| Program Manager | REDACTED | REDACTED | REDACTED |
| Business Improvement Manager | REDACTED | REDACTED | REDACTED |
| MI Development Manager | REDACTED | REDACTED | REDACTED |
| Contact Centre Manager | REDACTED | REDACTED | REDACTED |
| Contact Centre Team Leader | REDACTED | REDACTED | REDACTED |
| Senior Customer Service Advisor | REDACTED | REDACTED | REDACTED |
| Customer Service Advisor | REDACTED | REDACTED | REDACTED |
| Head of Marketing & Communications | REDACTED | REDACTED | REDACTED |
| Marketing Manager | REDACTED | REDACTED | REDACTED |
| Marketing Executive | REDACTED | REDACTED | REDACTED |
| Head of Communications / PR Manager | REDACTED | REDACTED | REDACTED |
| Stakeholder Manager | REDACTED | REDACTED | REDACTED |
| Head of Finance | REDACTED | REDACTED | REDACTED |
| Finance Manager | REDACTED | REDACTED | REDACTED |
| IT Developer | REDACTED | REDACTED | REDACTED |
| IT Technical Architect | REDACTED | REDACTED | REDACTED |
| IT Data Analyst | REDACTED | REDACTED | REDACTED |
| IT Tester | REDACTED | REDACTED | REDACTED |
| IT Architect | REDACTED | REDACTED | REDACTED |
| Administrator | REDACTED | REDACTED | REDACTED |

* 1. The overtime rates for additional services outside the Agreement are set out in Table 4.

1. **Table 4** Overtime rates

|  |  |
| --- | --- |
| Number of minimum chargeable hours | REDACTED |
| Rate premium (if applicable) for weekday activity commencing outside standard service support hours. If the rate premium does not apply in respect of all grades, annotate the grades it does not apply to with an \*. | REDACTED |
| Rate premium (if applicable) for weekend activity commencing outside standard service support hours. If the rate premium does not apply in respect of all grades, annotate the grades it does not apply to with an \*. | REDACTED |
| Rate premium for bank holiday hours (if applicable). If the rate premium does not apply in respect of all grades, annotate the grades it does not apply to with an \*. | REDACTED |

SCHEDULE 3: Service Levels

Introduction

1. Overview
   1. This Schedule sets out:
      1. the Service Levels that the Provider is required to achieve when delivering the Services, the mechanism by which Service Level Failures will be managed and the method by which the Provider's performance of the Services will be monitored;
      2. how Service Points are accumulated;
      3. how Service Credits are applied; and
      4. any additional measures required where there is a Service Level Failure.
   2. The objectives of the Service Levels, Service Points and Service Credits are to:
      1. ensure that the Services are of a consistently high quality; and
      2. incentivise the Provider to meet the Service Levels and to remedy any failure to meet Service Levels expeditiously.
   3. The Provider shall provide accurate, complete and up-to-date reports on the Service Levels in accordance with the provisions set out in this Agreement, including any relevant Schedules.

General Principles

1. Service Levels
   1. The Provider shall at all times during the Term provide the Services to meet or exceed the Service Level Performance Measure for each Service Level as set out in Annex 1 to this Schedule.
   2. A failure to meet or exceed the Service Level Performance Measure for each Service Level shall constitute a Service Level Failure.
   3. Service Level Failures shall result in:
      1. the accumulation of Service Points; and/or
      2. Service Credits; and/or
      3. the implementation of additional measures.
2. Service Points
   1. Where there is a Service Level Failure, the Provider shall accumulate Service Points in respect of the specific Service Level Failure.
   2. The number of Service Points that shall accumulate shall be calculated as follows:

**SP = P x M**

Where:

**SP** = the number of Service Points that shall accumulate in respect of a Service Level Failure;

**P** = the number of Service Points accumulated in accordance with Annex 1 to this Schedule 3; and

**M** = the Repeat Multiplier as shown in Table 1 below.

* 1. In respect of Service Levels with a Monthly Service Measurement Period, Service Points shall accumulate as identified in Annex 1 to this Schedule 3.
  2. In respect of Service Levels with an Annual Service Measurement Period, Service Points shall accumulate as identified in Annex 1 to this Schedule 3.

1. Repeat Service Level Failure
   1. Service Levels with Monthly Service Measurement Period
      1. Where the Provider fails to meet or exceed a particular Service Level Performance Measure in respect of a Monthly Service Level more than once in any given three (3) Month Rolling Period, the Service Points accumulated by the Provider in respect of that particular Service Level Performance Measure failure shall be subject to the Repeat Failure Multiplier set out in Table 1 below.
   2. Service Levels with an Annual Service Measurement Period
      1. Where the Provider fails to meet or exceed a particular Service Level Performance Measure in respect of an Annual Service Level in a Service Measurement Period and then fails to meet or exceed the same Service Level Performance Measure in the subsequent Service Measurement Period, the Service Points accumulated by the Provider in respect of that particular Service Level Performance Measure failure for such Service Measurement Period shall be subject to the Repeat Failure Multiplier set out in Table 1 below.
   3. The Repeat Failure Multiplier applicable for Service Levels referenced in either paragraphs 4.1 or 4.2 shall be reset to one (1) once there have been two (2) consecutive Service Measurement Periods in which the Service Level Performance Measure has been met.

**Table 1** Repeat Failure Multipliers

| **Repeat Failure count** | **Repeat Failure Multiplier** |
| --- | --- |
| 0 | 1 |
| 1 | 1.3 |
| 2 | 2.1 |
| 3 and above | 3 |

1. Service Credits
   1. The Service Points Threshold set out in Table 2 shall be applied to the sum total of all Service Points accumulated in any given Service Measurement Period, and Service Credits shall then be applied as shown opposite the applicable Service Points Threshold.
   2. Service Credits shall be calculated as a percentage of, and deducted from, the sum of the Provider’s Agreed Operating Costs plus Provider Profit, in accordance with Annex 1 of this Schedule 3, and the principles set out in Schedule 5 (Financial Model and Gain Share).
   3. Service Points and Service Credits are calculated monthly or annually for each individual Service Level as set out in Annex 1 to this Schedule 3.

**Table 2** Service Credits

| **Service Points Threshold** | **Service Credit (%)** |
| --- | --- |
| Up to 5 | 0 |
| 5.01 – 15.00 | 1 |
| 15.01 – 30.00 | 2 |
| 30.01 – 40.00 | 3 |
| 40.01 – 50.00 | 4 |
| 50.01 – 60.00 | 5 |
| 60.01 – 70.00 | 6 |
| 70.01 – 80.00 | 8 |
| 80.01 – 90.00 | 9 |
| 90.01 – 100.00 | 10 |
| 100+ | 20 |

1. Additional Measures
   1. HSE requires additional action to be taken in respect of any and all Service Level Failures. Nothing described in this paragraph 6 of Schedule 3 has any impact on the amount of Service Points applied in the event of Service Level Failure(s).
   2. Service Level Failures or repeat Service Level Failures shall be categorised in accordance with Table 3 below.
   3. For Service Levels with a Monthly Service Measurement Period, a Rolling Period of 3 months is used when calculating Repeat Service Level Failures.
   4. For Service Levels with an Annual Service Measurement Period, a Rolling Period of 2 years is used when calculating Repeat Service Level Failures.
   5. In the event that any individual Service Level fails on more than one occasion in any rolling Service Measurement Period to differing degrees, the extent of the failures will be determined by the greatest level of failure, i.e. where one is a Minor Service Level Failure and one is a Moderate Service Level Failure, for the purposes of this paragraph 6 both will be determined to be Moderate Service Level Failures.

**Table 3** Categorisation of Service Level Failures

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | **Number of failures (of any individual Service Level) in a rolling Service Measurement Period** | | |
| **Extent of Service Level Failure** |  | 1 | 2 | 3 or more |
| Minor | Minor | Moderate | Major |
| Moderate | Moderate | Major | Major |
| Major | Major | Major | Major |

* 1. In the event of a Service Level Failure, the Provider shall comply with the provisions of Clause 11 (Improvement Plan) of the SCA.

1. RELIEF
   1. In acknowledgement of the delay in contract award, in entering into this Agreement, and the acknowledged impact that this may have on the Provider’s performance of the Services and certain Service Levels, the Parties have agreed as follows:
      1. certain Service Level Performance Measures and associated thresholds for Minor Service Level Failure, Moderate Service Level Failure and Major Service Level Failure shall be varied for either (i) the period of four months from and including the Services Start Date (the “**Relief Period**”) in respect of Services Levels measured on a monthly basis or (ii) Year 1 in respect of Service Levels measured on an annual basis. Details of the variations are set out in the appropriate Service Level in Annex 1; and
      2. on the expiry of the Relief Period or Year 1 (as applicable) in respect of the Service Levels which have been varied, only Minor Service Level Failures (unless otherwise agreed between the Parties) shall be disregarded for the purpose of the application of the Repeat Failure Multiplier, such that the first Service Level Failure in respect of a Service Level after the expiry of the Relief Period or Year 1 (as applicable) shall be deemed to the first.

Annex 1 – Service Levels

| **SL01** | **Total number of Competency Checks** | |
| --- | --- | --- |
| Service Level description | The total number of Competency Checks (and other types of Inspections) is a fixed target set at the start of each Year, in accordance with the provisions of Schedule 1.  The required number of Competency Checks in each category will be defined in the annual Competency Check target breakdown calculated by application of the Risk Model.  For the purposes of this SL01, one ‘competency check ’ that will count towards achievement of this SL01 is as defined in paragraphs 4.18 – 4.28 (and Annex 1) of Schedule 1.  The number of Competency Check Event attendees, each counting as one Competency Check for this Service Level, is capped at the lower risk Competency Check target number as specified for Year 1 or as calculated by the Risk Model for Years 2–5. Any Competency Check Event attendees above this number are discounted from the overall total number of Competency Checks for the purpose of the Service Level calculation. | |
| Service Level calculation | = A + B + C  Where:  A = Number of site-based Competency Checks (or other qualifying Inspections), which is the sum of the total Competency Checks (or other qualifying Inspections) carried out in the following categories:  A1 = Risk-based Competency Checks of medium Risk Category Businesses  A2 = Risk-based Competency Checks of higher Risk Category businesses  A3 = Risk-based Competency Checks of targeted higher Risk Category Businesses (site based and attendance at Mandatory Attendance Events)  A4 = Probationary registration Competency Checks  A5 = Complaint Inspections  A6 = Illegal Gas Work Investigations  A7 = Support Investigations    B = Number of large Business Competency Checks  C = Number of Risk-based Competency Checks of lower Risk Category Businesses (capped at the target for lower Risk Category business Competency Checks) | |
| Reporting frequency | Performance is reported monthly. | |
| Service Measurement Period | Service Credits are calculated annually. | |
| Service Point Application Period | Service Points are applied annually in respect of each Contract Year against the sum of the Provider’s annual Agreed Operating Costs plus Provider Profit for such Contract Year. | |
| Data capture | Number of Inspections carried out in each category:   * Large business Competency Checks * Risk-based Competency Checks of lower Risk Category Businesses (site-based Competency Checks and Competency Checks Event attendees) * Risk-based Competency Checks of medium Risk Category Businesses * Risk-based Competency Checks of higher Risk Category businesses * Risk-based Competency Checks of targeted higher Risk Category Businesses (site-based Competency Checks and Mandatory Attendance Event attendees) * Probationary registration Competency Checks * Complaint Inspections * Illegal Gas Work Investigations * Support Investigations | |
| Impact | High | |
| Criticality | A | |
| Service Level Performance Measure | Contract Year 1 – 98% of target achieved  Contract Years 2 to 5 - 100% of target achieved | |
|  | **Service Level Performance Measure** | **Service points** |
| Service Level met | Contract Year 1 – 98%  Contract Years 2 to 5 - 100% | 0 |
| Minor Service Level Failure | Contract Year 1 – Less than 98% but greater than 97%  Contract Years 2 to 5 - Less than 100% but greater than 99% | 3.0 |
| Moderate Service Level Failure | Contract Year 1 – Between 97% to 96%  Contract Years 2 to 5 - Between 99% and 98% inclusive | 6.0 |
| Major Service Level Failure | Contract Year 1 – Less than 96%  Contract Years 2 to 5 - Less than 98% | 9.0 |

| **SL02** | **Number of businesses unseen since start of SCA** | |
| --- | --- | --- |
| Service Level description | All Registered Businesses should be seen (competency checked) at least once during the term of the Agreement. Therefore, the annual target (9 month target in Year 5 of the Agreement) will be number of unseen unique business registrations on the Register at the beginning of each Contract Year divided by the number of months remaining and multiplied by twelve (multiplied by 9 in Year 5 of the Agreement).  A Registered Business is counted as ‘seen’ if it has had a site-based Competency Check visit; for large businesses, a management audit inspection; or attended a Competency Check Event.  The target number of unseen businesses at the end of the term of this Agreement is zero (excluding any probationary businesses registered after 31 October 2029).  Overachievement in any of Years 1 to 4 can be offset against the target for the following year. | |
| Service Level calculation | A / B = unseen Registered Businesses target  Where:  A = The number of unseen Registered Businesses on the Register at 00:00am on 1 April (start of the Contract Year).  B = The number of years remaining in the Term, as at the start of the Contract Year being measured | |
| Reporting frequency | Performance is reported monthly. | |
| Service Measurement Period | Service Credits are calculated annually. | |
| Service Point Application Period | Service Points are applied annually in respect of each Contract Year against the sum of the Provider’s annual Agreed Operating Costs plus Provider Profit for such Contract Year. | |
| Data capture | * The number of Competency Checks of unseen Registered Businesses carried out in the Contract Year * The number of Registered Businesses that have not yet been seen since the start of the Agreement | |
| Impact | Medium | |
| Criticality | A | |
| Service Level Performance Measure | Contract Year 1 – 98% of unseen Registered Businesses target met  Contract Years 2 to 5 - 100% of unseen Registered Businesses target met  Notwithstanding the reduction in target for Year 1, the Provider shall ensure all Registered Businesses are seen within the concession period in accordance with Schedule 1 paragraph 4.12 of this Agreement. | |
|  | **Service Level Performance Measure** | **Service points** |
| Service Level met | Contract Year 1 – 98%  Contract Years 2 to 5 - 100% | 0 |
| Minor Service Level Failure | Contract Year 1 – Less than 98% but greater than 96%  Contract Years 2 to 5 - Less than 100% but greater than 98% | 3.0 |
| Moderate Service Level Failure | Contract Year 1 – Between 96% and 93%  Contract Years 2 to 5 - Between 98% and 95% inclusive | 6.0 |
| Major Service Level Failure | Contract Year 1 – Less than 93%  Contract Years 2 to 5 - Less than 95% | 9.0 |

| **SL03** | **% of Complaint Inspection visits carried out within 10 Working Days of complaint being received** | |
| --- | --- | --- |
| Service Level description | All complaints against Registered Businesses should be offered an Complaint Inspection visit. Where a visit is accepted by the complainant, the site should be visited within 10 Working Days.  The Service Level is the number of complaint visits carried out within 10 Working Days of a complaint against a Registered Business being logged, expressed as a percentage of the total number of complaints against Registered Businesses received where a Complaint Inspection visit is accepted.  For the purpose of this Service Level, a visit is counted as carried out when the Provider visits the relevant property at the date and time agreed with the complainant, including each occasion where the complainant, their representative or another responsible person is not available. A failed Complaint Inspection visit does not count towards the Inspection target in SL01.  A request is counted as received when a phone call is taken, or letter or email received during service hours. Where a Complaint Inspection visit is cancelled by the customer or attending Registered Business, the visit must be rescheduled within the next 10 Working Days. | |
| Service Level calculation | A / B x 100  Where:  A = The number of complaints visited within 10 Working Days  B = The number of complaints where a Complaint Inspection visit was accepted  Complaints where the Service Level is not met due to extenuating circumstances may be discounted from the calculation with HSE’s agreement | |
| Reporting frequency | Performance is reported monthly. | |
| Service Measurement Period | Service Credits are calculated monthly. | |
| Service Point Application Period | Service Points are applied monthly against one twelfth of the sum of the Provider’s annual Agreed Operating Costs plus Provider Profit. | |
| Data capture | * The number of complaints logged where a Complaint Inspection visit is accepted * The number of these sites which are visited within 10 Working Days * Date and time each complaint is logged * Date of site visit | |
| Impact | Medium | |
| Criticality | B | |
| Service Level Performance Measure | Relief Period – 98% of Complaint Inspection visits carried out within 10 Working Days of complaint being logged  Thereafter - 100% of Complaint Inspection visits carried out within 10 Working Days of complaint being logged | |
|  | **Service Level Performance Measure** | **Service points** |
| Service Level met | Relief Period – 98%  Thereafter - 100% | 0 |
| Minor Service Level Failure | Relief Period – Less than 98% but greater than 96%  Thereafter - Less than 100% but greater than 98% | 1.0 |
| Moderate Service Level Failure | Relief Period – Between 93% and 96%  Thereafter - Between 95% and 98% inclusive | 2.0 |
| Major Service Level Failure | Relief Period – Less than 93%  Thereafter - Less than 95% | 3.0 |

| **SL04** | **Support to HSE: % of urgent requests responded to within 1 hour** | |
| --- | --- | --- |
| Service Level description | Number of urgent requests for support to HSE, local authorities and other enforcement agencies responded to within 1 Working Hour of receipt, expressed as a percentage of the total number of urgent requests received.  For a request to be counted as ‘responded to’, it must be logged, acknowledged and a date and time offered for site visit.  If initial request is made by telephone, the hour to respond starts with the time the phone call is received.  (Reference to HSE below includes local authorities and other enforcement agencies.) | |
| Service Level calculation | A / B x 100  Where:  A = Number of urgent requests for support responded to within 1 Working Hour  B = Number of urgent requests for support made by HSE | |
| Reporting frequency | Performance is reported monthly. | |
| Service Measurement Period | Service Credits are calculated annually. | |
| Service Point Application Period | Service Points are applied annually in respect of each Contract Year against the sum of the Provider’s Agreed Operating Costs plus Provider Profit for the final month of such Contract Year. | |
| Data capture | * Number of urgent requests for support from HSE * Number of urgent requests responded to within 1 Working Hour * Date and time request received * Date and time request responded to | |
| Impact | High | |
| Criticality | A | |
| Service Level Performance Measure | 100% of urgent requests responded to within 1 Working Hour | |
|  | **Service Level Performance Measure** | **Service points** |
| Service Level met | 100% | 0 |
| Minor Service Level Failure | Less than 100% but greater than 95% | 3.0 |
| Moderate Service Level Failure | Between 95% and 90% inclusive | 6.0 |
| Major Service Level Failure | Less than 90% | 9.0 |

| **SL05** | **Support to HSE: % of urgent requests actioned within 3 Working Days** | |
| --- | --- | --- |
| Service Level description | Number of urgent requests for support to HSE, local authorities and other enforcement agencies actioned (such as site visit) within the next 3 Working Days.  For a request to be counted as actioned, the required action (such as site visited and report submitted) must be completed.  (Reference to HSE below includes local authorities and other enforcement agencies.) | |
| Service Level calculation | A / B x 100  Where:  A = Number of urgent requests for support actioned within 3 Working Days  B = Number of urgent requests for support made by HSE  Urgent requests for support which cannot be actioned within 3 Working Days due to extenuating circumstances (including, but not limited to, the site has not been made safe) can be discounted from calculation with HSE’s agreement. | |
| Reporting frequency | Performance is reported monthly. | |
| Service Measurement Period | Service Credits are calculated annually. | |
| Service Point Application Period | Service Points are applied annually in respect of each Contract Year against the sum of the Provider’s Agreed Operating Costs plus Provider Profit for the final month of such Contract Year | |
| Data capture | * Number of urgent requests for support from HSE * Number of urgent requests actioned within 3 Working Days * Date and time request received * Date request actioned | |
| Impact | High | |
| Criticality | A | |
| Service Level Performance Measure | 100% of urgent requests actioned within 3 Working Days | |
|  | **Service Level Performance Measure** | **Service points** |
| Service Level met | 100% | 0 |
| Minor Service Level Failure | Less than 100% but greater than 95% | 3.0 |
| Moderate Service Level Failure | Between 95% and 90% inclusive | 6.0 |
| Major Service Level Failure | Less than 90% | 9.0 |

| **SL06** | **Support to HSE: % of on-site requests (other than urgent) responded to within 24 hours** | |
| --- | --- | --- |
| Service Level description | Number of requests for on-site support from HSE, local authorities and other enforcement agencies (other than urgent requests) responded to within 24 hours of receipt by the Provider, expressed as a percentage of the total number of requests for on-site support received.  (Reference to HSE includes local authorities and other enforcement agencies.)  The request counted as received when the relevant form is received from HSE.  Where the 24 hours falls across days that are not Working Days (eg weekends or public holidays), the calculation of 24 hours shall discount those days that are not Working Days.  For a request to be counted as ‘responded to’, it must be logged, acknowledged and a date and time offered to visit site. | |
| Service Level calculation | A / B x 100  Where:  A = Number of requests for on-site support responded to within 24 hours  B = Number of requests for on-site support made | |
| Reporting frequency | Performance is reported monthly. | |
| Service Measurement Period | Service Credits are calculated annually. | |
| Service Point Application Period | Service Points are applied annually in respect of each Contract Year against the sum of the Provider’s Agreed Operating Costs plus Provider Profit for the final month of such Contract Year. | |
| Data capture | * Number of requests for on-site support made * Number of requests for on-site support responded to within 24 hours * Date and time request (form) received * Date request actioned | |
| Impact | High | |
| Criticality | A | |
| Service Level Performance Measure | 100% of on-site requests responded to within 24 hours | |
|  | **Service Level Performance Measure** | **Service points** |
| Service Level met | 100% | 0 |
| Minor Service Level Failure | Less than 100% but greater than 95% | 3.0 |
| Moderate Service Level Failure | Between 95% and 90% inclusive | 6.0 |
| Major Service Level Failure | Less than 90% | 9.0 |

| **SL07** | **Support to HSE: % of on-site requests actioned within 10 Working Days** | |
| --- | --- | --- |
| Service Level description | Number of requests for on-site support from HSE, local authorities and other enforcement agencies actioned within 10 Working Days of receipt by the Provider, expressed as a percentage of the total number of requests for on-site support received.  (Reference to HSE includes, where appropriate, local authorities and other enforcement agencies.)  The request counted as received when the relevant form is received from HSE during service hours.  For a request to be counted as actioned the site visit must be completed and report submitted to HSE. | |
| Service Level calculation | A / B x 100  Where:  A = Number of requests for on-site support actioned within 10 Working Days  B = Number of requests for on-site support made  Urgent requests for support which cannot be actioned within 10 Working Days due to extenuating circumstances can be discounted from calculation with HSE’s agreement. | |
| Reporting frequency | Performance is reported monthly. | |
| Service Measurement Period | Service Credits are calculated annually. | |
| Service Point Application Period | Service Points are applied annually in respect of each Contract Year against the sum of the Provider’s Agreed Operating Costs plus Provider Profit for the final month of such Contract Year. | |
| Data capture | * Number of requests for on-site support made * Number of requests for on-site actioned within 10 Working Days * Date and time request (form) received * Date site visited * Date report submitted to HSE | |
| Impact | High | |
| Criticality | A | |
| Service Level Performance Measure | 100% of requests for on-site support actioned within 10 Working Days | |
|  | **Service Level Performance Measure** | **Service points** |
| Service Level met | 100% | 0 |
| Minor Service Level Failure | Less than 100% but greater than 95% | 3.0 |
| Moderate Service Level Failure | Between 95% and 90% inclusive | 6.0 |
| Major Service Level Failure | Less than 90% | 9.0 |

| **SL08** | **% of illegal gas sites visited for an Illegal Gas Work Investigation within 10 Working Days of illegal work being reported** | |
| --- | --- | --- |
| Service Level description | Illegal gas sites are sites where it is believed that Gas Work has been carried out by an unregistered gas fitter, or a Registered Engineer working outside of their competencies.  This Service Level measures the number of illegal gas sites visited to conduct an Illegal Gas Work Investigation within 10 Working Days of being reported, expressed as a percentage of the number of illegal gas sites reported.  ‘Illegal gas sites reported’ are those sites that can be identified and where permission by the homeowner, tenant or landlord is given to visit the site to conduct an Illegal Gas Work Investigation.  Illegal work is counted as reported when a phone call or email is received during service hours. When a report of potential illegal Gas Work is submitted outside service hours, it is counted as received when service hours next resume.  For the purpose of this Service Level, a visit is counted as carried out when the Provider visits the relevant property to conduct an Illegal Gas Work Investigation at the date and time agreed with the complainant, including each occasion where the complainant, their representative or another responsible person is not available. A failed complaint visit does not count towards the Inspection target in SL01. | |
| Service Level calculation | A / B x 100  Where:  A = Number of illegal gas sites visited to conduct an Illegal Gas Work Investigation within 10 Working Days  B = Number of illegal gas sites reported where access is granted | |
| Reporting frequency | Performance is reported monthly. | |
| Service Measurement Period | Service Credits are calculated annually. | |
| Service Point Application Period | Service Points are applied annually in respect of each Contract Year against the sum of the Provider’s Agreed Operating Costs plus Provider Profit for the final month of such Contract Year. | |
| Data capture | * Number of illegal gas sites reported where access is granted * Number of illegal gas sites visited to conduct an Illegal Gas Work Investigation within 10 Working Days * Date and time report completed * Date of site Illegal Gas Work Inspection | |
| Impact | Medium | |
| Criticality | B | |
| Service Level Performance Measure | 95% of illegal gas sites visited to conduct an Illegal Gas Work Inspection within 10 Working Days of illegal Gas Work being reported | |
|  | **Service Level Performance Measure** | **Service points** |
| Service Level met | 95% | 0 |
| Minor Service Level Failure | Less than 95% but greater than 90% | Year 1 – 1.0  Years 2-5 - 2.0 |
| Moderate Service Level Failure | Between 90% and 85% inclusive | Year 1 – 3.0  Years 2-5 - 4.0 |
| Major Service Level Failure | Less than 85% | 6.0 |

|  |  |  |  |
| --- | --- | --- | --- |
| **SL09** | **Total number of justified complaints about the service** | | |
| Service Level description | The total number of justified complaints against service from all sources – Consumers and Registered Businesses or Engineers.  A complaint is justified if:   * the Provider has not followed its policies, procedures or service level response times * the Provider has inaccurately recorded, reported or relayed information * the Provider’s staff have behaved in an unprofessional manner (as defined in the Customer Charter) | | |
| Service Level calculation | A + B  Where:  A = Number of justified complaints about the service from consumers  B = Number of justified complaints about the service from registered engineers or businesses | | |
| Reporting frequency | Performance is reported monthly. | | |
| Service Measurement Period | Service Credits are calculated annually. | | |
| Service Point Application Period | Service Points are applied annually in respect of each Contract Year against the sum of the Provider’s Agreed Operating Costs plus Provider Profit for the final month of such Contract Year. | | |
| Data capture | * Number of justified consumer complaints about the service * Number of justified registrant complaints about the service or renewal | | |
| Impact | Medium | | |
| Criticality | B | | |
| Service Level Performance Measure | No more than 20 complaints in year 1  No more than 10 complaints per year in Years 2 – 5 | | |
|  | **Service Level Performance Measure** | | **Service points** |
|  | Year 1 | Years 2 – 5 |  |
| Service Level met | No more than 20 complaints | No more than 10 complaints | 0 |
| Minor Service Level Failure | More than 20 and up to and including 25 complaints | More than 10 and up to and including 15 complaints | 2.0 |
| Moderate Service Level Failure | More than 25 and up to and including 30 complaints | More than 15 and up to and including 20 complaints | 4.0 |
| Major Service Level Failure | More than 30 complaints | More than 20 complaints | 6.0 |

| **SL10** | **% of all complaints about the service responded to within 5 Working Days** | |
| --- | --- | --- |
| Service Level description | The number of complaints about the service responded to within 5 Working Days of receipt, expressed as a percentage of the total number of complaints about service.  The request counted as received when a phone call, email or letter is received during service hours. When a complaint about service is submitted outside service hours, it is counted as received when service hours next resume.  ‘Responded to’ is defined as providing a response and findings to the complainant after an investigation into the complaint.  This Service Level measures response time to all complaints – justified and unjustified. | |
| Service Level calculation | A / B x 100  Where:  A = Number of complaints about the service responded to within 5 Working Days of receipt  B = Number of complaints about the service received  Complaints which cannot be investigated and closed within 5 Working Days due to circumstances outside of the control of the Provider can be discounted from the calculation subject to Approval by HSE.  Complaints received in month are counted for the monthly reporting figures – resolution may take place in the following month. | |
| Reporting frequency | Performance is reported monthly. | |
| Service Measurement Period | Service Credits are calculated annually. | |
| Service Point Application Period | Service Points are applied annually in respect of each Contract Year against the sum of the Provider’s Agreed Operating Costs plus Provider Profit for the final month of such Contract Year. | |
| Data capture | * Number of complaints about the service received from consumers * Number of complaints about the service received from registered businesses * Number of complaints about the service received from consumers responded to within 5 Working Days * Number of complaints about the service received from registered businesses responded to within 5 Working Days * Date and time complaint received * Date complaint responded to | |
| Impact | Medium | |
| Criticality | B | |
| Service Level Performance Measure | Contract Year 1- 90% of all complaints about service responded to within 5 Working Days of receipt  Contract Years 2 to 5 - 95% of all complaints about service responded to within 5 Working Days of receipt | |
|  | **Service Level Performance Measure** | **Service points** |
| Service Level met | Contract Year 1 – 90%  Contract Years 2 to 5 - 95% | 0 |
| Minor Service Level Failure | Contract Year 1 - Less than 90% but greater than 85%  Contract Years 2 to 5 - Less than 95% but greater than 90% | 2.0 |
| Moderate Service Level Failure | Contract Year 1 – Between 85% and 80% inclusive  Contract Years 2 to 5 - Between 90% and 85% inclusive | 4.0 |
| Major Service Level Failure | Contract Year 1 – Less than 80%  Contract Years 2 to 5 - Less than 85% | 6.0 |

| **SL11** | **% of contact centre telephone calls answered within 60 seconds by contact centre staff** | |
| --- | --- | --- |
| Service Level description | The number of calls to the contact centre answered within 60 seconds by a member of the contact centre staff (not machine) expressed as a percentage of the number of contact centre calls answered. | |
| Service Level calculation | A / B x 100  Where:  A = Number of calls answered by contact centre staff within 60 seconds  B = Number of calls answered by contact centre staff | |
| Reporting frequency | Performance is reported monthly. | |
| Service Measurement Period | Service Credits are calculated monthly. | |
| Service Point Application Period | Service Points are applied monthly against one twelfth of the sum of the Provider’s annual Agreed Operating Costs plus Provider Profit. | |
| Data capture | Number of calls answered by contact centre staff  Number of calls answered by contact centre staff within 60 seconds | |
| Impact | Medium | |
| Criticality | B | |
| Service Level Performance Measure | Relief Period – 75% of telephone calls to the contact centre answered by contact centre staff within 60 seconds  Thereafter - 90% of telephone calls to the contact centre answered by contact centre staff within 60 seconds | |
|  | **Service Level Performance Measure** | **Service points** |
| Service Level met | Relief Period – 75%  Thereafter - 90% | 0 |
| Minor Service Level Failure | Relief Period – Less than 75% but greater than 70%  Thereafter - Less than 90% but greater than 85% | 1.0 |
| Moderate Service Level Failure | Relief Period – Between 70% and 60% inclusive  Thereafter - Between 85% and 75% inclusive | 2.0 |
| Major Service Level Failure | Relief Period – Less than 60%  Thereafter - Less than 75% | 3.0 |

| **SL12** | **% of technical calls answered within 180 seconds by technical staff** | |
| --- | --- | --- |
| Service Level description | The number of calls to the technical helpline answered within 180 seconds by a member of technical staff expressed as a percentage of the total number of technical calls answered. | |
| Service Level calculation | A / B x 100  Where:  A = Number of technical calls answered by technical staff within 180 seconds  B = Total number of technical calls answered by technical staff | |
| Reporting frequency | Performance is reported monthly. | |
| Service Measurement Period | Service Credits are calculated monthly. | |
| Service Point Application Period | Service Points are applied monthly against one twelfth of the sum of the Provider’s annual Agreed Operating Costs plus Provider Profit. | |
| Data capture | * Number of calls answered by technical helpline staff * Number of calls answered by technical helpline staff within 180 seconds | |
| Impact | Medium | |
| Criticality | B | |
| Service Level Performance Measure | Relief Period – 85% of technical calls answered within 180 seconds  Thereafter - 90% of technical calls answered within 180 seconds | |
|  | **Service Level Performance Measure** | **Service points** |
| Service Level met | Relief Period – 85%  Thereafter - 90% | 0 |
| Minor Service Level Failure | Relief Period – Less than 85% but greater than 80%  Thereafter - Less than 90% but greater than 85% | 1.0 |
| Moderate Service Level Failure | Relief Period – Between 80% and 75% inclusive  Thereafter - Between 85% and 80% inclusive | 2.0 |
| Major Service Level Failure | Relief Period – Less than 75%  Thereafter - Less than 80% | 3.0 |

| **SL13** | **% of correspondence (letter & email) responded to within 5 Working Days – combined response target for contact centre and technical** | |
| --- | --- | --- |
| Service Level description | The number of letters and emails to the contact centre and technical helpline responded to within 5 Working Days, expressed as a percentage of the total number of letters and emails received. | |
| Service Level calculation | A / B x 100  Where:  A = Number of letters and emails responded to within 5 Working Days  B = Total number of letters and emails received | |
| Reporting frequency | Performance is reported monthly. | |
| Service Measurement Period | Service Credits are calculated monthly. | |
| Service Point Application Period | Service Points are applied monthly against one twelfth of the sum of the Provider’s annual Agreed Operating Costs plus Provider Profit. | |
| Data capture | * Number of letters and emails responded to within 5 Working Days * Total number of letters and emails received * Date correspondence received * Date response sent | |
| Impact | Medium | |
| Criticality | B | |
| Service Level Performance Measure | Relief Period – 98% of correspondence (letter & email) responded to within 5 Working Days of receipt  Thereafter - 100% of correspondence (letter & email) responded to within 5 Working Days of receipt | |
|  | **Service Level Performance Measure** | **Service points** |
| Service Level met | Relief Period – 98%  Thereafter - 100% | 0 |
| Minor Service Level Failure | Relief Period – Less than 98% but greater than 96%  Thereafter - Less than 100% but greater than 98% | 1.0 |
| Moderate Service Level Failure | Relief Period – Between 93% and 96% inclusive  Thereafter - Between 95% and 98% inclusive | 2.0 |
| Major Service Level Failure | Relief Period – Less than 93%  Thereafter - Less than 95% | 3.0 |

| **SL14** | **Availability of systems and infrastructure (with the exception of scheduled downtime) – phone lines** | |
| --- | --- | --- |
| Service Level description | The availability of telephone lines to receive calls (answered by contact centre operatives) during the contracted hours of service.  The phone lines shall be deemed to be available where they can be accessed during the defined hours of service and calls can be responded to by a member of staff.  With the exception of scheduled down time. | |
| Service Level calculation | A / B x 100  Where:  A = Number of minutes during the hours of service on service days when the contact centre and technical helpline are available  B = Total number of minutes during hours of service on service days during the service measurement period in question | |
| Reporting frequency | Performance is reported monthly. | |
| Service Measurement Period | Service Credits are calculated monthly. | |
| Service Point Application Period | Service Points are applied monthly against one twelfth of the sum of the Provider’s annual Agreed Operating Costs plus Provider Profit. | |
| Hours of service | 08.00 – 18.00 hours, Monday – Friday  08.00 hours – 12.30 hours Saturday  52 weeks per year, excluding Bank Holidays | |
| Data capture | * Number of minutes during the hours of service on service days when the contact centre and technical helpline are available * Total number of minutes during hours of service on service days during the service measurement period in question | |
| Impact | High | |
| Criticality | A | |
| Service Level Performance Measure | Relief Period – 99% availability of telephone lines  Thereafter - 99.8% availability of telephone lines | |
|  | **Service Level Performance Measure** | **Service points** |
| Service Level met | Relief Period – 99%  Thereafter – 99.8% | 0 |
| Minor Service Level Failure | Relief Period – Less than 99% but greater than 98.2%  Thereafter - Less than 99.8% but greater than 99% | 1.5 |
| Moderate Service Level Failure | Relief Period – Between 98.2% and 97.2%  Thereafter - Between 98% and 99% | 3.0 |
| Major Service Level Failure | Relief Period – Less than 97.2%  Thereafter - Less than 98% | 4.5 |

| **SL15** | **Availability of systems and infrastructure (with the exception of scheduled downtime) – website** | | |
| --- | --- | --- | --- |
| Service Level description | The availability of the website, expressed as a percentage of the period of time within the service measurement period in question.  With the exception of scheduled down time. | | |
| Service Level calculation | A / B x 100  Where:  A = Number of minutes when the website is available  B = Total number of minutes during the service measurement period in question (minus any **scheduled** downtime) | | |
| Reporting frequency | Performance is reported monthly. | | |
| Service Measurement Period | Service Credits are calculated monthly. | | |
| Service Point Application Period | Service Points are applied monthly against one twelfth of the sum of the Provider’s annual Agreed Operating Costs plus Provider Profit. | | |
| Hours of service | 24 hours a day, 7 days a week, 365 days per year | | |
| Data capture | * Number of minutes when the website is available * Total number of minutes during the service measurement period in question | | |
| Impact | High | | |
| Criticality | A | | |
| Service Level Performance Measure | Relief Period – 98% availability of website  Thereafter - 99.8% availability of website | | |
|  | **Service Level Performance Measure** | | **Service points** |
| Service Level met | Relief Period – 98%  Thereafter - 99.8% | 0 | |
| Minor Service Level Failure | Relief Period – Less than 98% but greater than 97.2%  Thereafter - Less than 99.8% but greater than 99% | 1.5 | |
| Moderate Service Level Failure | Relief Period – Between 96.2% and 97.2% inclusive  Thereafter -Between 98% and 99% inclusive | 3.0 | |
| Major Service Level Failure | Relief Period – Less than 96.2%  Thereafter - Less than 98% | 4.5 | |

| **SL16** | **Availability to Customers of systems and infrastructure (with the exception of scheduled downtime) – database** | | |
| --- | --- | --- | --- |
| Service Level description | The availability of the Registration Database, expressed as a percentage of the period of time within the service measurement period in question.  With the exception of scheduled down time. | | |
| Service Level calculation | A / B x 100  Where:  A = Number of minutes when the database is available  B = Total number of minutes during the service measurement period in question (minus any **scheduled** downtime) | | |
| Reporting frequency | Performance is reported monthly. | | |
| Service Measurement Period | Service Credits are calculated monthly. | | |
| Service Point Application Period | Service Points are applied monthly against one twelfth of the sum of the Provider’s annual Agreed Operating Costs plus Provider Profit. | | |
| Hours of service | 24 hours a day, 7 days a week, 365 days per year | | |
| Data capture | * Number of minutes when the database is available * Total number of minutes during the service measurement period in question | | |
| Impact | High | | |
| Criticality | A | | |
| Service Level Performance Measure | Relief Period – 99% availability of Registration Database  Thereafter - 99.8% availability of Registration Database | | |
|  | **Service Level Performance Measure** | | **Service points** |
| Service Level met | Relief Period – 99%  Thereafter - 99.8% | 0 | | |
| Minor Service Level Failure | Relief Period – Less than 99% but greater than 98.2%  Thereafter - Less than 99.8% but greater than 99% | 1.5 | | |
| Moderate Service Level Failure | Relief Period – Between 98.2% and 97.2% inclusive  Thereafter - Between 98% and 99% inclusive | 3.0 | | |
| Major Service Level Failure | Relief Period – Less than 97.2%  Thereafter - Less than 98% | 4.5 | | |

| **SL17** | **% of applications & registration changes processed and ID cards issued within 5 Working Days during April to January, and 10 Working Days during February and March** | |
| --- | --- | --- |
| Service Level description | The number of:   * Registration applications (new and renewal; business & engineer) * Registration changes (trading title, qualifications etc) * New and replacement ID cards issued   processed and completed within five Working Days of receipt of request, expressed as a percentage of the total number of applications, change requests received and ID cards required.  When applications and changes are submitted outside service hours, it is counted as received when service hours next resume. | |
| Service Level calculation | (A+ B + C) / (D+ E + F) x 100  Where:  A = the number of registration applications processed in 5 Working Days during April to January and 10 Working Days during February and March  B = the number of registration change requests processed in 5 Working Days during April to January and 10 Working Days during February and March  C = the number of ID cards (new and replacement) issued in 5 Working Days during April to January and 10 Working Days during February and March  D = the total number of registration applications received  E = the total number of registration change requests received  F = the total number of ID cards (new and replacement) requested | |
| Reporting frequency | Performance is reported monthly. | |
| Service Measurement Period | Service Credits are calculated monthly. | |
| Service Point Application Period | Service Points are applied monthly against one twelfth of the sum of the Provider’s annual Agreed Operating Costs plus Provider Profit. | |
| Data capture | During the Service Measurement Period:   * Number of   + registration applications received   + registration change requests received   + ID cards requests – new, replacement required * During the months April to January, the number of   + registration applications processed within 5 Working Days   + registration change requests processed within 5 Working Days   + ID cards issued within 5 Working Days * During the months February and March, the number of:   + registration applications processed within 10 Working Days   + registration change requests processed within 10 Working Days   + ID cards issued within 10 Working Days * Date and time application or registration change received | |
| Impact | Medium | |
| Criticality | B | |
| Service Level Performance Measure | Relief Period – 100% of applications and registration changes processed and ID cards issued within 10 Working Days  Thereafter;  100% of applications and registration changes processed and ID cards issued within 5 Working Days for the months April to January  100% of applications and registration changes processed and ID cards issued within 10 Working Days for the months February and March | |
|  | **Service Level Performance Measure** | **Service points** |
| Service Level met | 100% | 0 |
| Minor Service Level Failure | Less than 100% but greater than 98% | 1.0 |
| Moderate Service Level Failure | Between 95% and 98% inclusive | 2.0 |
| Major Service Level Failure | Less than 95% | 3.0 |

SCHEDULE 4: Charges

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Overview

1. The purpose of this Schedule is to set out the provisions relating to and mechanisms for calculating:
   * 1. Concession Charges;
     2. Indexation;
     3. HSE recovery of Outstanding Renewal Charges.
2. Concession Charges – General Principles
   1. With effect from the Services Start Date, the Provider may levy the following charges on Businesses, approved third parties and Awarding Bodies, as appropriate:
      1. the New Registration Charge:
      2. the Engineer Charge;
      3. the Business Renewal (Telephone & Post) Charge;
      4. the Business Renewal (Online) Charge;
      5. the Late Renewal Charge;
      6. the Notification of Work Under the Building Regulations (Telephone and Post) Charge;
      7. the Notification of Work Under the Building Regulations (Online) Charge;
      8. the Notification of Work Under the Building Regulations (Third Party) Charge;
      9. the Notification of Work Under the Building Regulations (Reprint) Charge;
      10. the ACS / Qualification Reporting Charge;
      11. the Lost Identity Card Charge;
      12. the Updated Identity Card Charge;
      13. the Physical Identity Card Charge
      14. Access to Standards – 1 year subscription fee for businesses with 1–5 registered engineers;
      15. Access to Standards – 1 year subscription fee for businesses with 6–10 registered engineers;
      16. Access to Standards – 3 year subscription fee for businesses with 1–5 registered engineers; and
      17. Access to Standards – 3 year subscription fee for businesses with 6–10 registered engineers,

together the "**Concession Charges**".

* 1. The Provider shall not levy any charges other than the Concession Charges on any person in respect of the Concession Services without Approval in accordance with the Change Control Procedure.
  2. All Concession Charges are expressed exclusive of value added tax, which shall be payable in addition at the prevailing rate.
  3. The Provider may vary the Concession Charges in accordance with paragraph 4 of this Schedule 4 (Charges).
  4. The Provider shall put in place suitable arrangements with Awarding Bodies for the reporting of qualifications and the payment of the ACS / Qualification Reporting Charge.
  5. The Provider shall not refuse to include a Business or Engineer on the Register solely for the reason that an Awarding Body has not paid the appropriate ACS / Qualification Reporting Charge.

1. Concession Charges to be Levied
   1. Subject to paragraph 4, the maximum Concession Charges applicable for each Contract Year are set out in the table below.

**Table 1** Concession Charges £

|  | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| --- | --- | --- | --- | --- | --- |
| New Registration Charge | REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| Engineer Charge | REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| Business Renewal (Telephone & Post) Charge | REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| Business Renewal (Online) Charge | REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| Late Renewal Charge | REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| Notification of Work Under the Building Regulations (Telephone & Post) Charge | REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| Notification of Work Under the Building Regulations (Online) Charge | REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| Notification of Work Under the Building Regulations (Third Party) Charge | REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| Notification of Work Under the Building Regulations (reprint) Charge | REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| ACS / Qualification Reporting Charge | REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| Lost Identity Card Charge | REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| Updated Identity Card Charge | REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| Physical Identity Card Charge \*\* | REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| Access to Standards – 1 year subscription fee (1 to 5 Engineers) | REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| Access to Standards – 1 year subscription fee (6 to 10 Engineers) | REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| Access to Standards – 3 year subscription fee (1 to 5 Engineers) | REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| Access to Standards – 3 year subscription fee (6 to 10 Engineers) | REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| Third Party Access Fee Annual Charge | REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| Third Party Access Fee Setup Charge (One-Off) | REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |

\*\* For the avoidance of doubt, the Physical Identity Card Charge will automatically be added to the New Registration Charge, the Engineer Charge, the Business Renewal (Telephone & Post) Charge and the Business Renewal (Online) Charge until such point in time when the Digital ID Card is made available. At this point, the Physical Identity Card will then be available as an option, and a Business will only be required to pay the Physical Identity Card Charge for each Physical Identity Card it requires.

* 1. Subject to paragraph 3.3 the Provider may only levy a New Registration Charge:
     1. on the occasion of the Registration of a Business:
        1. for the first time; or
        2. where it has previously been a Registered Business but its Registration ceased for any reason; or
     2. where any information about that Registered Business included on the Register has changed significantly so as to require the Provider to consider whether that Business should continue to be a Registered Business.
  2. Where a proposed Registered Business engages:
     1. one (1) Engineer, the Provider shall not levy an Engineer Charge in respect of that proposed Registered Business; or
     2. more than one (1) Engineer, the Provider may levy an Engineer Charge in respect of all but one (1) of the Engineers employed by that proposed Registered Business.
  3. Subject to paragraph 3.5, the Provider may levy Renewal Charges in advance of the Registration Year to which such Renewal Charges relate.
  4. Where a Registered Business engages:
     1. one (1) Engineer, the Provider shall not levy an Engineer Charge in respect of that Registered Business; or
     2. more than one (1) Engineer, the Provider may levy an Engineer Charge in respect of all but one of the Engineers employed by that Registered Business.
  5. A Business shall have twelve (12) weeks from the date of expiry of its Registration to submit an application to renew its Registration.
  6. If a Business renews its Registration within six (6) weeks of the expiry date the Provider may levy the Business Renewal Charge. If a Business renews its registration between six (6) and twelve (12) weeks of the expiry date, the Provider shall be entitled to levy a Late Renewal Charge in addition to the Business Renewal Charge. After twelve (12) weeks the Registration will be cancelled and the Business will be required to apply for a new registration.
  7. The Provider may restrict the Business Renewal (Online) Charge only to Businesses that undertake to conduct all communications electronically and agree to make payment by direct debit.
  8. Subject to paragraph 5.4 of this Schedule 4, the Provider will not be obliged for any reason to make refunds of Concession Charges paid in advance.
  9. The Provider shall:
     1. allow Registered Businesses to pay the appropriate Renewal Charge in equal monthly instalments by direct debit; and
     2. with effect from the Services Start Date, allow a Business seeking Registration for the first time to pay the appropriate New Registration Charge in equal monthly instalments by direct debit.
  10. Where a Registered Business pays the appropriate Concession Charge in equal monthly instalments by direct debit the Provider may make it a condition of such means of payment that the Registered Business make such payments for a minimum period of time as the Provider may from time to time specify.
  11. The Provider shall offer a range of payment mechanisms including those specified in paragraph 3.24 of Schedule 1 (Concession Services Requirements) and shall from time to time review such mechanisms to ensure payment may be made to and received by the Provider efficiently and economically.

1. Indexation
   1. All Concession Charges, Additional Charges and Ancillary Charges, including the Day Rates set out in Part D of Schedule 2 (Additional and Ancillary Services), shall be adjusted annually. The adjustment referred to in this paragraph 4.1 has already been applied to the Concession Charges and Day Rates set out in Table 1 in paragraph 3.1 of Schedule 4 and Table 3 in paragraph 9.1 of Schedule 2 respectively, and those rates shall apply from the Services Start Date. Further adjustments to the Concession Charges, Additional Charges and Ancillary Charges, including the Day Rates, shall be made each 1st April thereafter in accordance with paragraph 4.2. Such adjustment will be limited to a maximum of any increases in the Consumer Price Index (CPI) and will be subject to HSE’s agreement which will not be unreasonably withheld. Such adjustment shall not take account of any other factor or element which might otherwise increase the cost to the Provider including inflation, change to exchange rate, or change to interest rate.
   2. In respect of each of the Concession Charges, Additional Charges, Ancillary Charges and Day Rates, the Provider shall, by the 30th of November 2025 and the 30th of November in each subsequent Contract Year (each such date being an “Indexation Date”) calculate such adjustment by multiplying the relevant amount or sum by any percentage increase in the CPI index for the period of twelve (12) months ending on the 31st October immediately preceding the relevant Indexation Date.
   3. Where the CPI index:
      1. used to carry out an indexation calculation is updated (for example due to it being provisional) then the indexation calculation shall also be updated unless HSE and the Provider agree otherwise;
      2. is no longer published, HSE and the Provider shall agree a fair and reasonable replacement that will have substantially the same effect.
   4. The Provider shall, after having calculated variations to, and obtained HSE agreement to adjust, the Concession Charges, Additional Charges, Ancillary Charges and Day Rates in accordance with the provisions of paragraph 4.1 above, be entitled to round up the Concession Charges, Additional Charges, Ancillary Charges and Day Rates to the nearest pence.
   5. The Provider shall in the first Contract Year as soon as is reasonably practicable after the Effective Date inform Businesses of variations to be made to Concession Charges in accordance with this paragraph 4 and in subsequent Contract Years no later than the 15th of January following each indexation date inform Businesses of variations to be made to Concession Charges in accordance with this paragraph 4.
   6. The Provider shall, no later than one (1) Month prior to the date referred to in paragraph 4.5, provide sufficient information to demonstrate to HSE that any variations to Concession Charges as a result of indexation have been calculated properly in accordance with the provisions of this Schedule 4. The Provider shall not notify Registered Businesses of any change in the Concession Charges until it has received written agreement from HSE that the changes have been correctly calculated, such agreement not to be unreasonably withheld or delayed.
   7. In respect of any Concession Charges payable by monthly direct debit by any person, the Provider shall be entitled to vary such monthly payment with effect from each relevant Indexation Date notwithstanding that the relevant Indexation Date may be part way through a Registration Year applicable to that person.
2. HSE recovery of Outstanding Renewal Charges
   1. In the event of expiry or earlier termination of the Agreement for any reason, HSE may require the Provider to return any Outstanding Renewal Charges to HSE or such other party as may be nominated in writing by HSE in accordance with the following provisions of this paragraph 5.
   2. At the date of expiry or earlier termination, the Provider shall provide HSE with details of Businesses that have paid their annual Renewal Charges in full in advance and those that have apportioned the payment of the annual Renewal Charges through, for example, monthly direct debits.
   3. The Outstanding Renewal Charges will be calculated for each individual Registered Business on the appropriate basis as described in paragraph 5.3.1 or 5.3.2 below. The sum total of all Outstanding Renewal Charges for all Registered Businesses shall be returned to HSE.
      1. In respect of Business Renewal Charges and New Registration Charges paid in full at point of registration or renewal, as applicable:

**A = B/365 x C**

Where:

A = the Outstanding Renewal Charges for each individual Registered Business

B = the number of paid-for days of registration remaining on the day immediately following the date of termination or expiry of this Agreement

C = the Business Renewal Charges or the New Registration Charge, as applicable.

In a leap year, 366 is to be used in the calculation instead of 365.

* + 1. In respect of Business Renewal Charges and New Registration Charges paid in monthly instalments by Direct Debit, Outstanding Renewal Charges shall be calculated in accordance with the following formula:

**A = B/C x D**

Where:

A = the Outstanding Renewal Charges for each individual Registered Business

B = the number of paid-for days of registration remaining on the day immediately following the date of termination or expiry

C = the number of days in the month that the Agreement is terminated or expires

D = the amount paid by the Registered Business, **in the month** that the Agreement is terminated or expires, of (i) the Business Renewal Charge paid by that Registered Business or, (ii) New Registration Charge

* + 1. For the purpose of the calculations in 5.3.1 and 5.3.2, the new Registration Charge excludes the Application Fee because this does not relate to any period that falls after the date of expiry or earlier termination.
  1. If HSE terminates the Agreement for convenience pursuant to Clause 41.7 (Termination Without Cause) and does not appoint a third party to undertake the Concession Services or services substantially similar to the Concession Services in the period of twelve (12) Months following the date of expiry or earlier termination of this Agreement, the Provider shall subject to payment of a reasonable administration costs to be agreed with HSE, return the Outstanding Renewal Charges to Businesses in proportion to the Renewal Charges originally paid by such Business in respect of the relevant Contract Year.
  2. Any payment of Outstanding Renewal Charges by the Provider pursuant to this paragraph 5 shall be made net of any tax due in respect of such payment.

SCHEDULE 5: Financial Model and Gain Share

Purpose and General Obligation Upon Provider

1. Purpose and effect
   1. The purpose of this Schedule is to enable HSE to ensure that throughout the Term:
      1. the provision of Services continues to represent value for money for Registered Businesses and Engineers;
      2. the Provider receives value for money in respect of Intra-group Services it purchases;
      3. the Provider provides Intra-group Services on commercially reasonable terms; and
      4. an appropriate mechanism is in place to monitor and apportion the Gain Share Fund as further set out in paragraphs 4 and 5 below.
2. Provider's general obligation
   1. Provider shall, as further set out in this Schedule, put mechanisms in place and take measures to ensure, from the Effective Date and throughout the Term, that the value for money and quality of the Services provided to Customers increases over time.
   2. This Schedule covers:
      1. Financial Model;
      2. Gain Share;
      3. Open Book Accounting;
      4. Benchmarking; and
      5. Continuous Service Improvement.

Financial Model

1. Financial Model
   1. General Principles
      1. The Provider shall receive Revenue throughout the Term in accordance with the Terms and Conditions of this Agreement.
      2. The Provider Profit will be calculated as a percentage of their Agreed Operating Costs. The Provider Profit percentage for each Contract Year is set out in Table 1 below.

**Table 1** Provider Profit %

|  | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| --- | --- | --- | --- | --- | --- |
| Provider Profit percentage | REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |

* 1. Distribution of Revenue
     1. The Provider shall deduct from Revenue, in order of precedence:
        1. Fifty Thousand Pounds (£50,000) (such amount to be reviewed annually) payable to HSE quarterly in arrears to cover HSE’s costs related to the management of this Agreement;
        2. One Hundred Thousand Pounds (£100,000.00) payable to HSE within one (1) Month of the end of each Contract Year to cover HSE’s costs related to the procurement of this Agreement;
        3. Sixteen Thousand and Six Hundred and Sixty-Six Pounds and Sixty-Seven Pence (£16,666.67) (or such other amount as is payable to the SSF service delivery provider pursuant to the procurement exercise described in paragraph 16 (Standards Setting Body) of Schedule 1) payable to EU Skills Limited (or its replacement) pursuant to such exercise on the first day of every Month to fund the Standards Setting Function;
        4. Seven Thousand Five Hundred Pounds (£7,500) payable to Institute of Gas Engineers and Managers (IGEM) (or its replacement) within one (1) Month of the end of each Contract Year to fund the GUISP secretariat;
        5. Five Hundred and Forty Thousand Five Hundred and Fifty-Eight Pounds (£540,558) payable to the Gas Safe Charity within one (1) Month of the end of each Contract Year, adjusted annually in line with increases in the Consumer Price Index (CPI) as calculated in accordance with paragraph 4.1 of Schedule 4 (Charges), the first such adjustment taking place at the end of the second Contract Year;
        6. One Hundred Thousand Pounds (£100,000.00) payable to HSE within one (1) Month of the end of each Contract Year which will be held and allocated towards HSE’s costs connected with any transition of responsibility for performance of all or part of the Services (or all or part of any services that are similar to the Services) to a HSE and/or a Replacement Provider that may take place any time during, on expiry and/or after the Term of this Agreement. If the full amount of the relevant funds do not require to be spent by HSE in meeting its costs connected with any transition of responsibility for performance of all or part of the Services (or all or part of any services that are similar to the Services) to a HSE and/or a Replacement Provider, any remaining balance will be paid by HSE into the Funds for Distribution and used or allocated by HSE for the purposes set out in paragraph 4.3.5 of this Schedule;
        7. Provider’s Agreed Operating Costs; and
        8. subject to paragraph 3.2.2(a)(i) and paragraph 4 of this Schedule, the Provider Profit.
     2. The Provider shall be required to pay the following from the Provider’s Agreed Operating Costs and Provider Profit:
        1. into Funds For Distribution (see paragraph 4.3 of this Schedule):
           1. Transferrable Provider Profit Funds that are due by the Provider in accordance with paragraph 4 of this Schedule;
           2. Service Credits in accordance with paragraph 5.3.2 of this Schedule and the Service Point Application Period for each individual Service Level as defined in Schedule 3 (Service Levels);
           3. Default Management Charges in accordance with paragraph 2.6 of Schedule 11 (Management Information, Reporting and Records);
        2. to HSE:
           1. Admin Fees, in accordance with paragraph 2.5 of Schedule 11 (Management Information, Reporting and Records).
     3. Unless specified otherwise, the amounts listed in paragraph 3.2.1 and 3.2.2 shall be deducted on the last day of every Month throughout the Term. Where the amounts are not payable monthly, the Provider shall deduct and set aside a pro-rata amount.
     4. All surplus Revenue remaining after the payments made pursuant to paragraph 3.2.1 shall be calculated annually at the end of each Contract Year (and in the event of termination, on termination) and shall constitute the **"Gain Share Fund"**.
     5. In the event of early termination or for any partial termination, the amounts payable in accordance with paragraphs 3.2.1(a) to 3.2.1(d) and 3.2.4, along with the impact on the Charges, shall be revised in accordance with the Change Control Procedure.
     6. The Provider’s marketing budget, as stated in Annex 1 to this Schedule 5, is ring-fenced for the purpose of marketing expenditure, and such expenditure is subject to HSE approval in the form of a high-level budget and marketing plan, which shall be presented to HSE (two) (2) weeks before the Services Start Date in Contract Year 1, and three (3) months before the start of each subsequent Contract Year. Any such marketing budget not spent in the planned Contract Year (pro-rated for any partial year), or allocated for expenditure in the following Contract Year, shall be paid into Funds For Distribution.
     7. Any increase to the sums detailed in 3.2.1(a) to 3.2.1(d) will be funded by way of any one or combination of the options listed below which HSE at its sole discretion may determine:
        1. a Funds For Distribution subsidy in accordance with paragraph 4.3.5(c) of Schedule 5 (Financial Model and Gain Share);
        2. reapportioning the distribution of the sums detailed in paragraph 3.2.1(a) to 3.2.1(d) above; and/or
        3. an increase in the Charges.
  2. Form and Content of Financial Model
     1. No later than two (2) months before the Service Start Date, the Provider shall provide HSE with a copy of the Financial Model.
     2. The Financial Model shall:
        1. provide sufficient detail for HSE to have visibility of the Agreed Operating Costs, Provider Profit and the Concession Charges to be levied in respect of the provision of the Services for every Contract Year;
        2. provide a full analysis of the Provider's estimated costs and the assumptions used to develop the Charges;
        3. quote all costs, prices and revenues based on current prices;
        4. describe any indexation assumptions relating to operating costs;
        5. provide details of Provider Profit (and the calculation of Provider Profit as both a value and percentage).
     3. The Financial Model and operating costs shall be reviewed annually:
        1. operating costs shall be agreed with HSE annually and any increase will be subject to the provision of satisfactory evidence supporting the request and HSE’s reasonable consideration that the Provider has taken appropriate steps to minimise any increases through the application of cost-reduction and other savings measures. The Provider shall not be entitled to request increases to any of its Agreed Operating Costs where the proposed increase is greater than the CPI adjustment to Concession Charges permitted by paragraph 4.1 of Schedule 4 (Charges);
        2. the Provider shall propose operating costs for the next Contract Year two months before the start of the next Contract Year; and
        3. HSE will review the proposals and respond within four weeks.
     4. The Agreed Operating Costs may be amended in-year subject to the application of the Contract Change Procedure.
     5. In respect of paragraphs 3.3.3 and 3.3.4 of this Schedule 5, where any proposal from the Provider to increase the Agreed Operating Costs is linked to an increase in Business Changes, the request will be considered and HSE’s agreement will not be withheld subject to the following:
        1. the provision of satisfactory evidence supporting the request;
        2. any increase being limited to the proposed increase in the Agreed Operating Costs;
        3. the proposed increase in Agreed Operating Costs not exceeding the increase in Revenue; and
        4. the Parties recognising that an increase in Revenue does not automatically result in a corresponding increase in Agreed Operating Costs.

PROVIDER PROFIT

1. Provider Profit
   1. General principles
      1. The Provider Profit in respect of each Contract Year shall be divided as follows:
         1. REDACTED of the total Provider Profit for that Contract Year can be deducted from Revenue and retained by the Provider in accordance with paragraph 3.2.1 of this Schedule (the **"Reserved Provider Profit"**); and
         2. REDACTED of the total Provider Profit for that Contract Year can only be deducted from Revenue and retained by the Provider if and to the extent that the Provider achieves the Provisional Provider Profit KPIs as further set out in paragraph 4.2 of this Schedule (the **"Provisional Provider Profit"**).
   2. Provisional Provider Profit
      1. For each relevant Contract Year, the Provisional Provider Profit shall be subject to the Provider’s performance against the following KPIs:
         1. KPI 1;
         2. KPI 2; and
         3. KPI 3,

(together the “**Provisional Provider Profit KPIs**”).

**Deductions for KPI Failures**

* + 1. Each of the Provisional Provider Profit KPIs listed in paragraph 5.2.1 shall be apportioned a percentage of the total value of the Provisional Provider Profit as set out in Table 1 below:

**Table 1** Provisional Provider Profit KPI Deductions

| **KPI number** | **% Total Provisional Provider Profit apportioned to KPI** | **Deduction from apportioned amount of Provisional Provider Profit** | | |
| --- | --- | --- | --- | --- |
| **KPI failure level** | | |
| **Minor** | **Moderate** | **Major** |
| 1 | 30% | 25% | 50% | 100% |
| 2 | 30% | 25% | 50% | 100% |
| 3 | 40% | 25% | 50% | 100% |

* + 1. The Provider shall review its performance against the Provisional Provider Profit KPIs in accordance with Schedule 8 (Key Performance Indicators) and determine the amount to be deducted from the Provisional Provider Profit in accordance with Table 1 above and transferred to the Funds For Distribution where the Provider fails, or partly fails, any of the Provisional Provider Profit KPIs (the “**Provisional Provider Profit** **KPI Deductions**”).

**Transferrable Provider Profit Funds**

* + 1. The total Provisional Provider Profit KPI Deductions made in relation to performance during a Contract Year of the Provisional Provider Profit KPIs shall be the “**Transferrable Provider Profit Funds**” applicable for that Contract Year.

**Agreed Provider Profit**

* + 1. In respect of each Contract Year the Agreed Provider Profit shall be calculated as follows:

A – B = X

Where:

A = Provisional Provider Profit

B = Transferrable Provider Profit Funds

X = Agreed Provider Profit

* + 1. The Provider shall perform the calculation set out in paragraph 5.2.5 and notify HSE of the Agreed Provider Profit as part of the Annual Service Report in accordance with paragraph 3.2 of Schedule 11 (Management Information, Reporting and Records).
    2. Following notification pursuant to paragraph 5.2.6, and subject to HSE’s agreement that the calculation of the Agreed Provider Profit is correct, the Provider shall, within one (1) Month of being notified by HSE of its Approval of the Annual Service Report, and subject to the requirements to Table 2:
       1. transfer the Transferrable Provider Profit Funds to the Funds For Distribution; and
       2. be entitled to the Agreed Provider Profit.
    3. Within six (6) months of the Services Start Date the Provider shall submit its proposal, for HSE’s consideration and agreement, for transferring the Funds for Distribution to an appropriate repository, were it can only be accessed by HSE, in as cost efficient manner as possible
  1. Funds For Distribution
     1. In respect of each Contract Year the Funds For Distribution will comprise:
        1. the Transferrable Provider Profit Funds for such Contract Year;
        2. the share of the Gain Share Funds for such Contract Year designated as the Funds for Distribution, apportioned in accordance with the provisions of paragraph 5.1.1 of this Schedule 5; and
        3. the Transferrable Gain Share Funds transferred from the Provisional Provider Gain Share Funds as a result of KPI Failures;
        4. funds resulting from any Service Credits (see paragraph 4.3.2 of this Schedule and Schedule 3 (Service Levels));
        5. any Default Charge applied in accordance with Schedule 11 (Management Information, Reporting and Records).

**Deductions as a result of Service Credits**

* + 1. The Provider shall monitor its performance against the Service Levels in accordance with Schedule 3 (Service Levels) and determine the amount to be deducted where Service Credits are applied (the “**Service Credit Deductions**”).
    2. Service Credits shall be calculated as a percentage of, and deducted from, the sum of the Provider’s Agreed Operating Costs plus Provider Profit.

**Distribution**

* + 1. The Provider shall transfer the following funds to the HSE nominated Funds For Distribution repository, determined in accordance with paragraph 4.2.8, within the timescales indicated in the right hand column of the table below:

**Table 2** Timetable for calculation and transfer of funds

| **Fund** | **When calculated** | **When transferred** |
| --- | --- | --- |
| Transferable Provider Profit Funds | Annually | Subject to paragraph 4.3.6, annually within three (3) calendar months of the end of the Contract Year |
| Apportioned share of Gain Share Funds to Funds For Distribution as specified in paragraph 5.1.1(a) | Annually | Subject to paragraph 4.3.6, annually within three (3) calendar months of the end of the Contract Year |
| Transferrable Gain Share Funds | Annually | Annually within three (3) calendar months of the end of the Contract Year |
| Default Management Charge | Annually | Annually within two (2) calendar months of the end of the Contract Year |
| Service Credit Deductions that are calculated annually | Annually | Annually within two (2) calendar months of the end of the Contract Year |
| Service Credit Deductions that are calculated monthly | Monthly | Monthly, within six (6) weeks of the end of the Service Management Period to which they apply |

* + 1. HSE shall only distribute Funds For Distribution to:
       1. the Gas Safety Charity; and/or
       2. such other recipients as agreed or directed by HSE for purposes connected to gas safety; and/or
       3. subsidise future Concession Charges (and if HSE decide to so distribute any Funds For Distribution, it shall issue a Change Request in accordance with the Change Control Procedure); and/or
       4. meet Ancillary Charges in accordance with paragraph 8 of Schedule 2 (Additional and Ancillary Charges),

as HSE may in its sole discretion decide.

* + 1. Within two (2) calendar months of the Expiry Date or earlier date of termination of this Agreement, the Provider shall transfer any outstanding Funds For Distribution to the HSE nominated repository for Funds For Distribution.

Gain Share Fund

1. Gain Share Fund
   1. General principles
      1. The Gain Share Funds shall be apportioned as follows:
         1. to the Funds For Distribution – REDACTED and
         2. to the Provisional Provider Gain Share Funds – REDACTED .
   2. Provider Gain Share Funds
      1. For each relevant Contract Year, the Provisional Provider Gain Share Funds shall be subject to the Provider’s performance against the following KPIs:
         1. KPI 1;
         2. KPI 2; and
         3. KPI 3,

(together the “**Gain Share KPIs**”).

**Deductions for KPI Failures**

* + 1. Each of the Gain Share KPIs listed in paragraph 5.2.1 shall be apportioned a percentage of the total value of the Provisional Provider Gain Share Funds as set out in Table 1 below:

**Table 1** Gain Share KPI Deductions

| **KPI number** | **% Total Provisional Provider Gain Share Funds apportioned to KPI** | **Deduction from apportioned amount of Provisional Provider Gain Share Funds** | | |
| --- | --- | --- | --- | --- |
| **KPI failure level** | | |
| **Minor** | **Moderate** | **Major** |
| 1 | 30% | 25% | 50% | 100% |
| 2 | 30% | 25% | 50% | 100% |
| 3 | 40% | 25% | 50% | 100% |

* + 1. The Provider shall review its performance against the Gain Share KPIs in accordance with Schedule 8 (Key Performance Indicators) and determine the amount to be deducted from the Provisional Provider Gain Share Funds in accordance with Table 1 above and transferred to the Funds For Distribution where the Provider fails, or partly fails, any of the Gain Share KPIs (the “**Gain Share** **KPI Deductions**”).

**Transferrable Gain Share Funds**

* + 1. The total Gain Share KPI Deductions made in relation to performance during a Contract Year of the Gain Share KPIs shall be the “**Transferrable Gain Share Funds**” applicable for that Contract Year.

**Agreed Provider Gain Share Funds**

* + 1. In respect of each Contract Year the Agreed Provider Gain Share Funds shall be calculated as follows:

A – B = X

Where:

A = Provisional Provider Gain Share Funds

B = Transferrable Gain Share Funds

X = Agreed Provider Gain Share Funds

* + 1. The Provider shall perform the calculation set out in paragraph 5.2.5 and notify HSE of the Agreed Provider Gain Share Funds as part of the Annual Service Report in accordance with paragraph 3.2 of Schedule 11 (Management Information, Reporting and Records).
    2. Following notification pursuant to paragraph 5.2.6, and subject to HSE’s agreement that the calculation of the Agreed Provider Gain Share Funds is correct, the Provider shall, within one (1) Month of being notified by HSE of its Approval of the Annual Service Report, and subject to the requirements to Table 2:
       1. transfer the Transferrable Gain Share Funds to the Funds For Distribution; and
       2. be entitled to the Agreed Provider Gain Share Funds.
    3. Within six (6) months of the Services Start Date the Provider shall submit its proposal, for HSE’s consideration and agreement, for transferring the Funds for Distribution to an appropriate repository, were it can only be accessed by HSE, in as cost efficient manner as possible

Open Book Accounting

1. Financial visibility
   1. **Maintenance of Services Accounts**
      1. In order to maintain financial visibility and support the value for money mechanism used in respect of this Agreement, the Provider shall maintain comprehensive accounts and financial records in respect of its provision of the Services (the **"Services Accounts"**).
      2. The Services Accounts shall:
         1. detail the associated costs and revenue arising from and/or associated with the provision by Provider of the Services;
         2. be prepared in accordance with UK generally accepted accounting principles / International Financial Reporting Standards;
         3. incorporate the Open Book Data; and
         4. be independently audited and, without prejudice to paragraph 6.2, made available for review by HSE upon reasonable request from time to time with access to supporting source documentation.
   2. **Annual Open Book Review**
      1. Without prejudice to HSE's rights under Clause 24 (Audit), within [30 days] of the end of each Contract Year, HSE will conduct (and/or will, at HSE's sole discretion, appoint a third party to conduct) a review of the Services Accounts in accordance with this paragraph 6.2 (an **"Annual Open Book Review"**).
      2. HSE shall comply with (and/or shall procure that any appointed third party complies with) those security, sites, systems and facilities operating procedures of the Provider that HSE deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Provider or delay the provision of the Services.
      3. Subject to HSE's obligations of confidentiality under this Agreement, the Provider shall on demand provide HSE (and/or the appointed third party) with all reasonable information, co-operation and assistance (and shall procure such information, co-operation and assistance from its Sub-Contractors) in relation to each Annual Open Book Review, including:
         1. the Services Accounts and all other information, accounts and supporting evidence requested by HSE in connection with the Services;
         2. reasonable access to any Sites and to any Service Access used (whether exclusively or non-exclusively) in the performance of the Services; and
         3. reasonable access to Provider Personnel.
      4. The Services Accounts (and all other information, accounts and supporting evidence) provided or made available by the Provider pursuant to paragraph 6.2.3 shall be certified by the Provider's Chief Financial Officer or Director of Finance (or equivalent as agreed in writing by HSE), acting with express authority, as:
         1. being accurate and not misleading;
         2. having been prepared in conformity with generally accepted accounting principles within the United Kingdom; and
         3. being a true and fair reflection of the information included within the Provider's management and statutory accounts.
      5. If an Annual Open Book Review identifies that the Provider has committed a Default, HSE may (without prejudice to any rights and remedies HSE may have) require the Provider to correct such Default in accordance with Clause 40.1.1 (Remedies).
      6. The costs of each Annual Open Book Review will borne by the Provider, and the Provider will reimburse HSE for HSE's reasonable costs and expenses incurred in connection with any Annual Open Book Review within thirty days of HSE's demand.

Benchmarking

1. Benchmark Review
   1. HSE may, at any time and by written notice to the Provider (but no more than twice during the Term) require, in accordance with this paragraph 7, a Benchmark Review of the Services and/or the Intra-group Services.
   2. HSE shall not require a Benchmark Review during the 18 month period from the Effective Date.
2. Purpose and Scope of Benchmark Review
   1. The purpose of a Benchmark Review will be to establish whether the Benchmarked Services as a whole are Good Value.
   2. The Services and/or Intra-group Services that are to be the Benchmarked Services will be identified by HSE in the written notice given under paragraph 7.1.
3. Appointment of Benchmarker
   1. The Parties shall, acting reasonably and within ten (10) Working Days of the notice given under paragraph 7.1, appoint the Benchmarker to carry out the Benchmark Review. In the absence of agreement within ten (10) Working Days, either party may require the appointment of an Expert in accordance with the provisions of Clause 28 (Dispute Resolution) who shall appoint the Benchmarker.
   2. HSE will, at the written request of Provider, require the Benchmarker to enter into an appropriate confidentiality undertaking with Provider.
   3. The costs and expenses of the Benchmarker shall be borne by Provider.
4. Benchmarking Process
   1. HSE shall require the Benchmarker to produce, and to send to each party for approval, a draft plan for the Benchmark Review within ten (10) Working Days after the date of the appointment of the Benchmarker, or such longer period as the Benchmarker shall reasonably request in all the circumstances. The plan must include:
      1. a proposed timetable for the Benchmark Review;
      2. a description of the information that the Benchmarker requires each party to provide;
      3. a description of the benchmarking methodology to be used; and
      4. details of any entities which the Benchmarker proposes to include within the Comparison Group based on the Benchmarker’s professional judgement taking into consideration:
         1. information from other service providers to HSE;
         2. survey information;
         3. market intelligence;
         4. the Benchmarker's own data and experience;
         5. relevant published information; and
         6. information from consultancies and/or other vendors or purchasers of Comparable Services.
   2. Each Party must give notice in writing to the Benchmarker and to the other Party within ten (10) Working Days after receiving the draft plan, advising whether it approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan. Neither Party may unreasonably withhold or delay its approval of the draft plan, and any suggested amendments must be reasonable.
   3. Where a Party suggests amendments to the draft plan under paragraph 10.2, the Benchmarker must produce an amended draft plan. Paragraph 10.2 shall apply to any amended draft plan.
   4. Failure by a Party to give notice under paragraph 10.2 will be treated as approval of the draft plan by that party.
   5. Once the plan is approved by both Parties, the Benchmarker will carry out the Benchmark Review in accordance with the plan. Each Party shall procure that all the information described in the plan, together with any additional information reasonably required by the Benchmarker, including information held by members of the Provider's Group, is provided to the Benchmarker without undue delay.
   6. Each Party shall co-operate fully with the Benchmarker, including by providing access to records, technical documentation, premises, equipment, systems and personnel at times reasonably requested by the Benchmarker, provided that the Benchmarker shall be instructed to minimise any disruption to the Services.
   7. Either Party may provide additional material to the Benchmarker to assist the Benchmarker in conducting the Benchmark Review.
   8. Once it has received the information it requires, the Benchmarker shall collect data relating to Comparable Services by:
      1. applying the adjustment factors listed in paragraph 10.9 and from an analysis of the Comparable Services derive the Equivalent Services Data;
      2. using the Equivalent Services Data calculate the Average Price and/or median Service Levels;
      3. comparing the Charges attributable to the Benchmarked Services (having regard in particular to the Service Levels and Service Credits regime) with the Average Price using the Equivalent Services Data;
      4. comparing the Service Levels attributable to the Benchmarked Services (having regard to the Charges and Service Credits) with the mean average service levels using the Equivalent Services Data; and
      5. determining whether or not each Benchmarked Service is and/or the Benchmarked Services as a whole are, Good Value.
   9. In carrying out the benchmarking analysis the Benchmarker shall have regard to the following matters when performing a comparative assessment of the Benchmarked Services and the Comparable Services in order to derive Equivalent Services Data:
      1. the contractual and business environment under which the Services are being provided (including the scope, scale, complexity and geographical spread of the Services and Intra-group Services and any particular requirements of HSE as set out in this Agreement in respect of how Provider should operate and how the Services are required to be delivered);
      2. any front-end investment and development costs of Provider;
      3. Provider's risk profile including the financial, performance or liability risks associated with the provision of the Services and Intra-group Services as a whole;
      4. the extent of Provider's management and contract governance responsibilities; and
      5. any other factors reasonably identified by Provider, which, if not taken into consideration, could unfairly cause Provider's pricing to appear non-competitive (such as erroneous costing or over-aggressive pricing).
5. Benchmarker's report
   1. The Benchmarker shall be required to prepare a Benchmarking Report, at the time specified in the plan approved under paragraph 10 of this Schedule, setting out its findings. Those findings shall be required to:
      1. identify whether or not each Benchmarked Service is and/or whether the Benchmarked Services as a whole are, Good Value;
      2. include other findings (if any) regarding the quality and competitiveness or otherwise of those Services and Intra-group Services; and
      3. if the Benchmarked Services as a whole are not Good Value, specify the changes that would be required to the Charges or Service Levels, that would be required to make that Benchmarked Service or those Benchmarked Service as a whole Good Value.
   2. The Benchmarker shall act as an expert and not as an arbitrator.
   3. For the avoidance of doubt, Benchmark Reviews shall not result in any increase to the Charges or any decrease in the performance of any Services.
   4. If the Benchmarking Report states that the Benchmarked Services as a whole are not Good Value then the Parties shall agree a set of actions (as soon as practicable, but in any event in no more than two months) to address the recommendations set out in the Benchmarking Report, so that the Benchmarked Services are Good Value. These actions shall be implemented through the Change Control Procedure.
   5. The Provider shall not be obliged to implement any Benchmarking Report to the extent this would cause the Provider to provide the Services or any Intra-group Services at a loss or below the Profit Margin (in accordance with paragraph 3.1.2 of this Schedule 5 (Financial Model and Gain Share), or to the extent the Provider cannot technically or without the risk of disruption to the Registration Scheme implement the recommended changes.

Continuous Service Improvement

1. Continuous Service Improvement
   1. To provide a dedicated focus on continual service improvement, the Provider shall establish a business improvement team following the Effective Date that will be tasked with identifying and developing tangible business improvement initiatives. To provide independence and autonomy, the business improvement team shall not form part of the operational structure and will report directly to the Provider's business director responsible for sustaining the long-term relationship with HSE and the wider gas industry.
   2. Provider shall seek to align such initiatives with HSE goals including those that address policy change, increased operational efficiency, reduced cost and those that enrich customer experience.
   3. The Parties acknowledge and agree that as at the Effective Date the Charges and the Services and Service Levels to be delivered by Provider incorporate and reflect the principle of continuous service improvement. In the event that, during the Term, the Provider becomes aware of emergence of significant new technologies or business process developments that have the potential to enable material improvement in the Services for the benefit of Businesses or other stakeholders in respect of the Scheme, the Provider shall bring such technologies, business process developments and potential improvement to the attention of HSE. In particular, but without limitation, as part of Provider's Annual Service Review for the Contract Review Board, the Provider shall report to HSE once every 12 months on:
      1. the emergence of new and evolving relevant technologies which could improve the Services, and those technological advances potentially available to the Provider and HSE which the Parties may wish to adopt;
      2. new or potential improvements to the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services;
      3. new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or HSE which might result in efficiency or productivity gains or reduction of operational risk;
      4. changes in business processes and ways of working that would enable the Services to be delivered at lower cost and/or with greater benefits to HSE; and/or
      5. changes to the business processes and ways of working that would enable reductions in the total energy consumed in the delivery of Services.
   4. The Provider shall ensure that the information that it provides to HSE shall be sufficient for HSE to decide whether any improvement should be implemented. The Provider shall provide any further information that HSE requests.
   5. If HSE wishes to adopt any improvement referred to in paragraph 12 the Provider and HSE shall agree the terms of such improvement under the relevant Change Control Procedure.

Annex 1 – Marketing Budget

1. Marketing budget
   1. The agreed marketing budget is as stated in Table 3.

**Table 3** Marketing budget

| **Contract Year** | **Budget** |
| --- | --- |
| Year 1 | REDACTED |
| Year 2 | REDACTED |
| Year 3 | REDACTED |
| Year 4 | REDACTED |
| Year 5 | REDACTED |

SCHEDULE 6: Change Control Procedure

Purpose

1. Purpose and effect
   1. The purpose of this Schedule is to set out the Change Control Procedure for dealing with Changes to the Services.
   2. This Schedule shall have effect throughout the Term.

Operative Provisions

1. Overview
   1. Under this Change Control Procedure either Party may request a variation to this Agreement provided that such variation does not amount to an impermissible modification of the Agreement under the Concession Contracts Regulations 2016. Such a variation once implemented is hereinafter called a “**Change**”.
   2. Until such time as a Change is made in accordance with the procedure set out in this Schedule 6, the Provider shall continue to perform the Services and to levy the Charges as if the request for a Change had not been made. Any work undertaken or services provided to Customers by the Provider which have not been authorised shall be undertaken entirely at the expense and liability of the Provider and shall not result in any increase to the Charges.
   3. All discussions which take place between the Parties concerning a request for a Change shall be undertaken in good faith but without prejudice to the rights of either Party.
2. Change Procedure
   1. A Party may request a Change by completing, signing and sending a Change Control Note (in the form set out in Annex 1) to the other Party giving sufficient information for the receiving Party to assess the extent of the proposed Change and any financial implications.
   2. The Change Control Note shall be valid for a period of at least twenty (20) Working Days from the date of the Change Control Note and shall expire at the date set out therein (the “**Period Of Validity**”).
   3. The Parties may agree to adjust any time limits specified in the Change Control Note, including the Period of Validity.
   4. Subject to paragraph 3.3, the receiving Party shall respond to the request within fifteen (15) Working Days or any such longer time limits specified in the Change Control Note, having regard to the nature of the Services and the proposed Change.
   5. Each Change Control Note shall contain the following information:
      1. the title of the change;
      2. the originator of the request for a Change and the date on which it was made;
      3. the reason for the change;
      4. full details of the proposed Change, including any specifications;
      5. the anticipated cost impact of the proposed Change calculated in accordance with paragraph 4;
      6. the anticipated increase or decrease in the Charges or any element thereof, calculated in accordance with paragraph 4;
      7. a timetable for the implementation of the proposed Change;
      8. if appropriate, a schedule of additional payments;
      9. details of the likely impact, if any, of changes to the Services, including:
         1. any changes to this Agreement or its Schedules required;
         2. the personnel affected;
         3. the quality of service provided to Customers; and
         4. the effect the Change will have on Service Levels, if any.
   6. Upon receipt of a Change Control Note the receiving Party shall, within the Period Of Validity, evaluate the Change Control Note and, where appropriate:
      1. request further information from the other Party (and amend by agreement the Period of Validity where appropriate);
      2. approve the Change Control Note; or
      3. reject the Change Control Note.
   7. In the event that the Parties are unable to agree the Change within the Period Of Validity, where:
      1. HSE has requested the Change:
         1. the Parties shall continue to perform their obligations under this Agreement without the Change; or
         2. HSE may terminate this Agreement with immediate effect, except where the Provider has already fulfilled part or all of the provision of the Services in accordance with this Agreement or where the Provider can show evidence of undertaking Transition Activities to provide the Services under this Agreement, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure;
      2. the Provider has requested the Change, the Provider shall continue to perform its obligations under this Agreement without the Change provided that, where the Provider has requested the change as a result of Clause 8.5, the Parties shall attempt to agree upon a resolution to the matter and where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure:
   8. In the event that the Change Control Note is agreed, the Change shall only become effective where the Change Control Note is signed by both Parties.
   9. Where a Change Control Note relates to Additional Services or Ancillary Services the details shall be recorded in Schedule 2 (Additional and Ancillary Services).
3. Costs
   1. Each Party shall bear its own costs in relation to the preparation and agreement of each Change Control Note.
   2. Where the Change relates to Additional Services or Ancillary Services, the cost of all Changes shall be calculated on a time and materials basis, based on the rates set in Schedule 2 (Additional and Ancillary Services).
   3. Where charges are not based on a known rate, they should be calculated on the basis of the principles of open book accounting and Schedule 5 (Financial Model and Gain Share).

Annex 1 – Change Control Note

|  |  |  |  |
| --- | --- | --- | --- |
| CCN NO.: | TITLE OF CHANGE: | | |
| ORIGINATOR: | DATE RAISED: | DATE OF EXPIRY: | DATE REQUIRED BY: |
| REASON FOR CHANGE: | | | |
| TIMETABLE FOR IMPLEMENTATION: | | | |
| DESCRIPTION OF CHANGE: | | | |
| COST IMPACT / PROPOSED ADJUSTMENT TO CHARGES / PAYMENTS PROFILE: | | | |
| IMPACT ON SERVICES: | | | |
| APPROVALS | | | |
| SIGNED ON BEHALF OF HSE: | | SIGNED ON BEHALF OF PROVIDER: | |
| Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

SCHEDULE 7: Policies

1. Overview
   1. The Provider shall comply with the Policies set out in paragraph 2 when performing the Services.
2. Policies
   1. Consultation Principles
      1. The Provider must follow the Consultation Principles as updated from time to time and set out at <https://www.gov.uk/government/publications/consultation-principles-guidance> in all its consultations with registered Engineers.
   2. Welsh Language Scheme
      1. Where the Services are to be provided to Wales, the Provider shall be required to operate the Services in accordance with the HSE's Welsh language policy, which is currently being reviewed. As at the Services Start Date, the expectation is that the Provider will be able to handle verbal and written enquiries in the Welsh language, where requested. During the term of the Agreement, the Provider shall be required to assess, on an on-going basis, opportunities to extend Welsh language Services provision, and make recommendations to HSE to do so, where appropriate.
   3. Patching Policy
      1. The Provider must follow HSE’s Patching Policy.

SCHEDULE 8: Key Performance Indicators

Introduction

1. Overview
   1. This Schedule sets out:
      1. the Key Performance Indicators (KPIs) that the Provider shall be measured against and the KPI Targets it is required to achieve when delivering the Services;
      2. the methodology by which KPIs will be measured;
      3. the financial implications arising from a KPI Failure; and
      4. any additional measures that may be required where there is a KPI Failure.
   2. The objectives of the KPIs are to:
      1. ensure that the Services are of a consistently high quality; and
      2. incentivise Provider to meet the KPIs and to remedy KPI Failures expeditiously.
   3. The Provider shall provide accurate, complete and up-to-date reports on the KPIs in accordance with the provisions set out in this Agreement, including Schedule 10 (Governance and Contract Management).

General Principles

1. Key Performance Indicators
   1. The KPIs and KPI Targets applicable to this Agreement are set out in Annex 1 to this Schedule 8.
   2. The Provider’s performance against the KPIs shall be measured in accordance with the methodology set out in Annex 1 to this Schedule 8.
   3. The Provider’s achievement of KPIs shall be reviewed as part of the contract management process set out in Schedule 10 (Governance and Contract Management).
   4. KPI targets shall be reviewed by both Parties at the mid-year and at the annual service review in Year 1 and annually thereafter for each Contract Year. Any amendments to the KPI targets shall only be effective when agreed by both Parties in accordance with the Change Control Procedure.
2. Provider Profit, Gain Share Funds and KPIs
   1. The Provider’s access to the Provisional Provider Profit and the Provisional Provider Gain Share Funds in respect of each Contract Year is subject to its performance against the KPI Targets, and any KPI Failures shall result in a reduction of the total value of the Provisional Provider Profit and the Provider Gain Share Funds in accordance with paragraphs 4.2.2 and 5.2.2 of Schedule 5 (Financial Model and Gain Share).
   2. Taking into account any reductions made as set out in paragraph 3.1:
      1. the Agreed Provider Profit and the Agreed Provider Gain Share Funds can be accessed by the Provider; and
      2. any Transferable Provider Profit Funds and Transferrable Gain Share Funds shall be transferred to Funds For Distribution,

in accordance with Schedule 5 (Financial Model and Gain Share).

1. Additional Measures
   1. Pursuant to Clause 11.1.2 of the Agreement, KPI Failures:
      1. shall be categorised as set out in Annex 1 of this Schedule 8;
      2. shall give rise to additional measures as set out in Clause 11.3 of the Agreement; and
      3. shall result in a reduction of Provisional Provider Profit and Provisional Provider Gain Share Funds as set out in Annex 1.
2. Relief
   1. In acknowledgement of the delay in contract award, in entering into this Agreement, and the acknowledged impact that this may have on the Provider’s performance of the Services and the Key Performance Indicators, the Parties have agreed KPI 01, KPI 02 and KPI 03 shall be varied for Year 1. Details of the variations are set out in the appropriate KPI in Annex 1.

Annex 1 – Key Performance Indicators

|  |  |  |
| --- | --- | --- |
| **KPI 01** | **Consumer Awareness** | |
| KPI description | Increasing and sustaining consumer awareness of the importance of Gas Safety, including the risk of Carbon Monoxide poisoning, and awareness of the Gas Safe Register brand and the consumer services provided by GSR. | |
| KPI methodology | Undertake quarterly surveys of gas consumers using the Provider’s approved, independent third-party, specialist marketing research partner, to ensure the expected quality standards of the research.  The quarterly survey will be undertaken in line with the guidelines set out by the market research quality International Standard ISO 20252.  The market research partner will have access to a database that allows them to select a balance of consumers to take part in a survey. An email is sent to selected participants that includes a link to an online survey. The market research partner will collect 950 online surveys in this way. The remaining 50 surveys will be conducted by on-street colleagues questioning consumers face to face in order to include consumers who are less likely to have access to the internet, typically older consumers and those in socio-economic groups D and E.  The online survey is undertaken using a sample provided by the independent market research company. | |
| Data capture | 950 surveys will be captured online each wave as an optimum.  50 surveys will be conducted face to face and documented by the market research partner each wave. | |
| KPI calculation | Actual performance data will be measured using survey results against the baseline target to calculate an overall score for KPI 1. The survey has nine key questions relating to KPI 1 with results weighted by importance, and each of the nine questions are split across four measured areas and weighted using the proportions set out below.   |  |  | | --- | --- | | **Area** | **KPI1** | | Brand | 35% | | Scope / awareness | 20% | | Positive Action | 35% | | CO awareness | 10% |   The overall score is then calculated as the sum of the individual scores, see Table A below for an example of calculations.  **Table A**   |  |  |  |  |  | | --- | --- | --- | --- | --- | |  |  |  | June 2019 baseline | | | **Base** | | | **1006** | | |  | **Max score** | **Weighting** | **%** | **Weighted** | | **Q10 Did you know that there is an ORGANISATION responsible for gas safety and registering qualified gas engineers?** | 100 | 11.67% | 82 | 9.57 | | **Q11 What is the NAME of that organisation? (Spontaneous awareness)** | 100 | 11.67% | 17 | 1.98 | | **Q12 Now look at these logos, which one do you think is the correct logo for the organisation that is responsible for gas safety and registering gas engineers?** | 100 | 11.67% | 35 | 4.08 | | **Q13a The name of the organisation is Gas Safe Register. Which of the following SERVICES are you aware of Gas Safe Register providing?** |  |  |  |  | | A national investigations team tracking down illegal workers | 100 | 5.00% | 28 | 1.40 | | Regular inspections of Gas Safe registered engineers | 100 | 5.00% | 59 | 2.95 | | Educating consumers and raising awareness of gas safety | 100 | 5.00% | 36 | 1.80 | | Investigating reports of unsafe gas work | 100 | 5.00% | 45 | 2.25 | | **Q16 How often SHOULD you get your gas appliances checked by a registered gas engineer?** |  |  |  |  | | Once a year or more often | 100 | 11.67% | 88 | 10.27 | | More than once a year |  |  | 5 |  | | Once a year |  |  | 83 |  | | **Q20 If you were having gas work done in your home, how WOULD you check to see if the gas engineer you are using is registered?** |  |  |  |  | | Ask for an ID card | 100 | 11.67% | 80 | 9.33 | | Check on the Gas Safe Register website | 100 |  |  |  | | Phone the Gas Safe Register helpline | 100 |  |  |  | | **Q26 Do you have a Carbon Monoxide alarm?** | 100 | 11.67% | 71 | 8.28 | | **Q24 Which of the following best describes the SMELL of Carbon Monoxide?** |  |  |  |  | | It does not smell of anything | 100 | 5.00% | 77 | 3.85 | | **Q25 Below is a list of symptoms that may or may not relate to Carbon Monoxide poisoning. Please select the ones that you think are symptoms. You can select aa many or as few as you think are relevant** |  | 5.00% |  |  | | Headache | 100 | 0.83% | 89 | 0.74 | | Breathlessness | 100 | 0.83% | 60 | 0.50 | | Dizziness | 100 | 0.83% | 84 | 0.70 | | Nausea | 100 | 0.83% | 83 | 0.69 | | Collapse | 100 | 0.83% | 74 | 0.62 | | Loss of consciousness | 100 | 0.83% | 85 | 0.71 | |  |  |  |  |  | | **KPI score** |  | **100%** |  | **59.72** | | |
| Timing of calculation | Results will be captured daily and reported quarterly.  Performance is calculated at the end of each Contract Year for the purposes of paragraphs 4 and 5 of Schedule 5 (Financial Model and Gain Share)" | |
| KPI Target | The KPI 1 target has been developed using a seasonality formula which looks at the data from the previous year and checks whether the baseline data is seasonally high or low, enabling a clear understanding of the results and demonstrating that the agreed target is a realistic target. | |
| KPI target Year 1 | Year 1 target = **60** | |
|  | **KPI outcome** | **Reduction in Provisional Provider Gain Share Funds** |
| KPI target met | 100% of agreed target | 0 |
| Minor KPI Failure | Between 98% and 99.9% of agreed target | 25% |
| Moderate KPI Failure | Between 95% and 97.9% of agreed target | 50% |
| Major KPI Failure | Below 95% of agreed target | 100% |

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| **KPI 02** | **Consumer Satisfaction with the Service** | |
| KPI description | Measuring levels of consumer satisfaction with the GSR service to ensure consistently good levels of satisfaction are maintained across all consumer touchpoints. | |
| KPI methodology | Mixed method surveying consumers who interact with any of the following touchpoints:   * Correspondence (email/letter) * Face-to-face (inspections) captured via inspection leaflets * Telephone * Website | |
| Data capture | For the KPI survey to be statistically robust there needs to be a minimum 1000 completed surveys per year.  The quarterly volume target of interviews conducted by the Provider's appointed survey consultant will be 900, inclusive of CATI. The Provider will reasonably endeavour to achieve 1800 completed surveys per year, split across all touchpoints and then weighted using the agreed weighting set out in the KPI calculation.  It is acknowledged by both Parties that the use of surveys has become more challenging due to GDPR constraints and the requirement for survey participants to have opted into being contacted by the Register and/or the Provider's appointed survey consultant may have an impact on the number of completed surveys per annum.  Both Parties agree that should this metric become unsustainable due to the reliance on a minimum volume of responses, supporting evidence shall be provided and both Parties shall discuss and agree revisions to KPI 2 at the annual service review. | |
| KPI calculation | The KPI 2 score will be derived from two areas:   * 1. **80% of the overall KPI score** will be from results captured through a survey carried out by the Provider's appointed survey consultant that will measure the overall satisfaction of each consumer touchpoint within the Register.   KPI 2 is measured using one question: **Overall, how satisfied are you with your most recent experience of Gas Safe Register?**  Participants answer on a scale of 1 to 10 where 1 means ‘very dissatisfied’ and 10 means ‘very satisfied’.  Overall score for this element will be calculated as:  **Mean score x 10 = % satisfied**  Data comes from a variety of different channels – links within emails sent out by Gas Safe Register, pop up and other links on the website and telephone interviews with those who have already made contract by phone. In order to make sure that the result reflects the reality of ways in which consumers make contact, the data is weighted.  Results will be from the following channels and associated weightings:   |  |  | | --- | --- | | Website | 77% | | Inspection | 14% | | Correspondence | 9% |  * 1. **20% of the overall KPI score** will be derived from the Interactive Voice Response (IVR) polling results.   Consumers will be asked to answer yes/no to the question ‘Were you satisfied with the service today?’  Overall score for this element will be calculated as:   |  |  |  | | --- | --- | --- | | % satisfied = | Total number of consumers answering ‘yes’ | X 100 | | Total number of consumers surveyed | | |
| Timing of calculation | Results will be captured daily and reported quarterly.  Performance is calculated at the end of each Contract Year for the purposes of paragraphs 4 and 5 of Schedule 5 (Financial Model and Gain Share) | |
| KPI Target | The KPI Target for Year 1 is 71%. | |
|  | **KPI outcome** | **Reduction in each of (i) Provisional Provider Profit and (ii) Provisional Provider Gain Share Funds** |
| KPI target met | *100% of agreed target* | 0 |
| Minor KPI Failure | *Between 98% and 99.9% of agreed target* | 25% |
| Moderate KPI Failure | *Between 95% and 97.9% of agreed target* | 50% |
| Major KPI Failure | *Below 95% of agreed target* | 100% |

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| **KPI 03** | **Engineer Satisfaction with the Service** | |
| KPI description | Measuring levels of engineer satisfaction with the GSR service to ensure consistently good levels of satisfaction are maintained across all engineer touchpoints | |
| KPI methodology | Mixed method surveying engineers who interact with any of the following touchpoints:   * Correspondence (email/letter) * Events * Face-to-face (inspections) captured via inspection leaflets * Telephone * Website   . | |
| Data Capture | 1000 completed surveys per year as a minimum, this will generate a robust annual figure, split across all touchpoints and then weighted using the agreed weighting set out in the KPI calculation.  The target quarterly volume of interviews conducted by the Provider's appointed survey consultant , will be 500 inclusive of CATI. | |
| KPI calculation | KPI 3 is split into two areas. The first area will equate to 80% of the overall KPI score, the second area will contribute 20% to the overall score.   1. Results captured through a survey carried out by the Provider's appointed survey consultant that will measure the overall satisfaction of each engineer touchpoint within the Register.   The KPI is measured using one question: **Overall, how satisfied are you with the service you received from Gas Safe Register?**  Engineers answer on a scale of 1 to 10 where 1 means ‘very dissatisfied’ and 10 means ‘very satisfied’. The mean score is multiplied by 10 to give a score out of 100.  Overall score for this element will be calculated as:  **Mean score x 10 = % satisfied**  Data comes from a variety of different channels – links within emails sent out by Gas Safe Register, pop up and other links on the website, telephone interviews with those who have made contact by phone and surveys completed at events. In order to make sure that the result reflects the reality of ways in which engineers make contact, the data is weighted.  Results will derive from the following channels and associated weightings:   |  |  | | --- | --- | | Website | 81% | | Correspondence (includes inspection leaflets) | 13% | | Events | 6% |  1. The second area will equate to 20% of the overall KPI score, with results captures via Interactive Voice Response (IVR) polling.   Engineers will be asked to answer yes/no to the question **‘Were you satisfied with the service today?’**  Overall score for this element will be calculated as:   |  |  |  | | --- | --- | --- | | % satisfied = | Total number of engineers answering ‘yes’ | X 100 | | Total number of engineers surveyed | | |
| Timing of calculation | Results will be captured daily and reported quarterly to HSE. Performance is calculated at the end of each Contract Year for the purposes of paragraphs 4 and 5 of Schedule 5 (Financial Model and Gain Share). | |
| KPI Target | The Year 1 KPI Target is 70%. | |
|  | **KPI outcome** | **Reduction in each of (i) Provisional Provider Profit and (ii) Provisional Provider Gain Share Funds** |
| KPI target met | *Year 1: 95% of agreed target*  *Years 2 to 5: 100% of agreed target* | 0 |
| Minor KPI Failure | *Year 1: Between 92.9% and 94.9% of agreed target*  *Years 2 to 5: Between 98% and 99.9% of agreed target* | 25% |
| Moderate KPI Failure | *Year 1: Between 90% and 92.9% of agreed target*  *Years 2 to 5: Between 95% and 97.9% of agreed target* | 50% |
| Major KPI Failure | *Year 1: Below 90% of agreed target*  *Years 2 to 5: Below 95% of agreed target* | 100% |

|  |  |  |
| --- | --- | --- |
| **KPI 04** | **HSE Satisfaction with the Service** | |
| KPI description | This KPI will measure HSE satisfaction with the Provider’s behaviours in delivering the service via;   1. An assessment of Provider’s behaviours in managing the Agreement 2. An assessment of the quality of the Provider’s reporting on Gas Safe Register Competency Checks and/or Inspections | |
| KPI methodology | 1. Quarterly survey of HSE satisfaction with the Register, see Annex 2.   The survey will be completed by HSE staff that work with the Register (eg contract management and service recipients). Both the sample size and who will complete the survey will be determined by HSE.   1. Quarterly audit of Gas Safe Register Competency Check and/or Inspection reports to ensure they meet appropriate quality standards. Audit will be carried out by HSE, sample size to be advised.   *[Provider to propose audit structure, to be agreed by HSE]*  HSE colleagues to provide feedback on key aspects of GSR performance every quarter of the Agreement using the 5-point Likert scale set out below. Scores which indicate performance which is less than good would be supported by narrative feedback, with sufficient detail to inform and direct prompt remedial action by us. This form of constructive criticism would encourage our approach of open dialogue and help support our policy of continuous improvement.  1 - Poor – the relevant services or behaviours consistently failed to meet HSE expectations.  2 - Unsatisfactory – the relevant service or behaviours were occasionally adequate, but regularly failed to meet expectations during this quarter.  3 - Adequate – the relevant service and behaviours consistently meets the minimum expected standard during this quarter.  4 - Good - the relevant service and behaviours were consistently adequate and sometimes exceeded expectations during this quarter.  5 - Excellent - the relevant service and behaviour consistently exceed expectations during this quarter. | |
| Data Capture | 1. Results of quarterly satisfaction surveys of HSE staff engaged with the Register 2. Results of the quarterly HSE quality audits of Gas Safe Register Competency Check and/or Inspection reports   HSE to measure GSR on the following 5 key organisational behaviours:   |  |  | | --- | --- | | **Operational Service / Organisational Behaviour** | **Proposed Weighting** | | Behaviour 1 - Flexibility  The Provider adapts to changing conditions, requirements and priorities, and makes changes to solutions and delivery to meet those challenges | 20% | | Behaviour 2 - Supportive  The provider understands and responds to the challenges, political drivers and parameters that HSE and the Gas Safe Register operate within | 20% | | Behaviour 3 - Technically expert partner  The Provider provides people and resources demonstrating expert, relevant and thorough knowledge of the Gas Safe Register and the wider downstream gas industry | 20% | | Behaviour 4 - Forward thinking  The Provider considers future challenges, is progressive in planning or any future changes that may make a difference to the Register and presents analysis to HSE ahead of the challenge | 20% | | Behaviour 5 - Client Relationship  The Provider continually improves by recognising the wider landscape and consulting with HSE to deliver effective, value for money services | 20% | | Total | 100% | | |
| KPI calculation | 50% of score derived from satisfaction surveys & 50% of score derived from quality surveys  (A + B)/2 = KPI score  A = average client satisfaction survey score expressed as %  B = average quality audit score expressed as a %  Provider to ask at least 5 HSE colleagues to rate Provider performance against the 5 behaviours using the Likert scale set out above. The total score for each behaviour will be used to calculate the percentage of a maximum score that was achieved for that behaviour.  For example:     |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | |  | **Colleague Scores** | | | | | **Total Score** | **% Score** | **Weighting** | **Score** | | A | B | C | D | E | | Behaviour 1 | 4 | 5 | 5 | 3 | 4 | 21 | 84% | 20% | 16.8% | | Behaviour 2 | 5 | 5 | 5 | 4 | 3 | 22 | 88% | 20% | 17.6% | | Behaviour 3 | 2 | 3 | 3 | 3 | 3 | 14 | 56% | 20% | 11.2% | | Behaviour 4 | 4 | 3 | 4 | 5 | 4 | 20 | 80% | 20% | 16.0% | | Behaviour 5 | 2 | 4 | 3 | 4 | 5 | 18 | 72% | 20% | 14.4% | | Total | | | | | | | | | 76.0% | | |
| Timing of calculation | First quarter performance to be used to set baseline and KPI target.  Performance is reported quarterly thereafter.  Performance is calculated annually. | |
| KPI Target | *[to be agreed following benchmarking exercise in first quarter of contract]* | |
|  | **KPI outcome** | **Reduction in each of (i) Provisional Provider Profit and (ii) Provisional Provider Gain Share Funds** |
| KPI target met | 100% of agreed target | N/A |
| Minor KPI Failure | Between 98% and 99.9% of agreed target | N/A |
| Moderate KPI Failure | Between 95% and 97.9% | N/A |
| Major KPI Failure | Below 95% of agreed target | N/A |

Annex 2 – Quarterly Client satisfaction survey

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Flexibility**  The Provider adapts to changing conditions, requirements and priorities, and makes changes to solutions and delivery to meet those challenges | Oct to Dec | Jan to March | April to June | July to Sept |
| /5 | /5 | /5 | /5 |
| **Supportive**  The Provider understands and responds to the challenges, political drivers and parameters that HSE and the Gas Safe Register operate within | Oct to  Dec | Jan to March | April to June | July to Sept |
| /5 | /5 | /5 | /5 |
| **Technically expert partner**  The Provider provides people and resources demonstrating expert, relevant and thorough knowledge of the Gas Safe Register and the wider downstream gas industry | Oct to Dec | Jan to March | April to June | July to Sept |
| /5 | /5 | /5 | /5 |
| **Forward thinking**  The Provider considers future challenges, is progressive in planning for any future changes that may make a difference to the Register and presents analysis to HSE ahead of the challenge | Oct to Dec | Jan to March | April to June | July to Sept |
| /5 | /5 | /5 | /5 |
| **Client Relationship**  The Provider continually improves by recognising the wider landscape and consulting with HSE to deliver effective, value for money services | Oct to Dec | Jan to March | April to June | July to Sept |
| /5 | /5 | /5 | /5 |
| **Total** | **/25** | **/25** | **/25** | **/25** |

The five behaviours will be rated from 1 to 5, on the following basis:

**1 = Poor** – the relevant Service or behaviours consistently failed to meet expectations during the quarter.

**2 = Unsatisfactory** – the relevant Service or behaviours were occasionally adequate but regularly failed to meet expectations during this quarter.

**3 = Adequate** – the relevant Service and behaviours consistently met the minimum expected standard during this quarter.

**4 = Good** - the relevant Service and behaviours were consistently adequate and regularly exceeded expectations during this quarter.

**5 = Excellent** - the relevant Service and behaviours consistently exceeded expectations during this quarter.

SCHEDULE 9: Staff Transfer

Purpose

1. Definitions
   1. This Schedule shall be interpreted in accordance with Schedule 0 (Glossary).
2. Interpretation
   1. Where a provision in this Schedule imposes any obligation on the Provider including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Provider shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to HSE, Previous Provider, Replacement Provider or Replacement Sub-Contractor, as the case may be and where the Sub-Contractor fails to satisfy any claims under such indemnities the Provider will be liable for satisfying any such claim as if it had provided the indemnity itself.
3. Application of this Schedule
   1. The Parts of this Schedule which shall apply to the Agreement shall be so specified to the Provider at the Effective Date. Only the following parts of this Schedule shall apply to this Agreement:
      1. Part A – [Not used]
      2. Part B – [Not used]
      3. Part C (No Staff Transfer On Start Date)
      4. Part D (Pensions)
         1. [Not Used]
         2. [Not Used]
         3. [Not Used]
      5. Part E (Staff Transfer on Exit)
         1. Annex E1 [Not used]
         2. Annex E2 (Staffing Information)

Part A: [not used]

Part B: [Not used]

Part C: No Staff Transfer on Start Date

1. Procedure in the event of Transfer
   1. HSE and the Provider agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of HSE and/or any Former Provider.
   2. If any employee of HSE and/or a Former Provider claims, or it is determined in relation to any employee of HSE and/or a Former Provider, that their contract of employment has been transferred from HSE and/or the Former Provider to the Provider and/or any Sub-Contractor pursuant to the Employment Regulations then:
      1. the Provider will, and will procure that the relevant Sub-contractor will, within five (5) Working Days of becoming aware of that fact, notify HSE in writing and, where required by HSE, give notice to the Former Provider;
      2. HSE and/or the Former Provider may offer (or may procure that a third party may offer) employment to such person, or take such other steps as it considered appropriate to resolve the matter, within fifteen (15) Working Days of receipt of notice from the Provider;
      3. if such offer of employment is accepted (or if the situation has otherwise been resolved by HSE and/or the Former Provider), the Provider shall, or shall procure that the Sub-Contractor shall, immediately release the person from their employment or alleged employment;
      4. if after the 15 Working Day period referred to in paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, or the situation has not otherwise been resolved, the Provider and/or the Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person;
2. Indemnities
   1. Subject to the Provider's and/or the relevant Sub-Contractor acting in accordance with the provisions of paragraph 1.2 and in accordance with all applicable employment procedures set out in applicable Law and subject also to paragraph 2.4, HSE shall:
      1. indemnify the Provider and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any of HSE's employees referred to in paragraph 1.1 made pursuant to the provisions of paragraph 1.2, provided that the Provider takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and
      2. procure that the Previous Provider indemnifies the Provider and/or any Sub-Contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Previous Provider referred to in paragraph 1.2 made pursuant to the provisions of paragraph 1.4, provided that the Provider takes, or shall procure that the relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
   2. If any such person as is described in paragraph 1.2 is neither re employed by HSE and/or the Former Provider as appropriate nor dismissed by the Provider and/or any Sub-Contractor within the 15 Working Day period referred to in paragraph 1.2.2 such person shall be treated as having transferred to the Provider and/or the Sub-Contractor (as appropriate) and the Provider shall, or shall procure that the Sub-Contractor shall, (a) comply with such obligations as may be imposed upon it under Law and (b) comply with the provisions of Part D (Pensions) and its Annexes.
   3. Where any person remains employed by the Provider and/or any Sub-Contractor pursuant to paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Provider and/or the Sub-Contractor and the Provider shall indemnify HSE and any Former Provider, and shall procure that the Sub-Contractor shall indemnify HSE and any Former Provider, against any Employee Liabilities that either of them may incur in respect of any such employees of the Provider and/or employees of the Sub-Contractor.
   4. The indemnities in paragraph 2.1 shall not apply to:
      1. any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Provider and/or Sub-Contractor; or
      2. any claim that the termination of employment was unfair because the Provider and/or any Sub-Contractor neglected to follow a fair dismissal procedure; or
      3. any termination of the employment of any person referred to in paragraph 1.1 that is made pursuant to the provisions of paragraph 1.2 more than 3 Months after the Effective Date.
3. Procurement obligations
   1. Where in this Part C HSE accepts an obligation to procure that a Former Provider does or does not do something, such obligation shall be limited so that it extends only to the extent that HSE's contract with the Former Provider contains a contractual right in that regard which HSE may enforce, or otherwise so that it requires only that HSE must use reasonable endeavours to procure that the Former Provider does or does not act accordingly.

Part D: Pensions

1. Definitions

In this Part D and Part E, the following words have the following meanings and they shall supplement Schedule 0 (Glossary):

|  |  |
| --- | --- |
| "Actuary" | a Fellow of the Institute and Faculty of Actuaries; |
| "Broadly Comparable" | 1. in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary’s Department of a broad comparability certificate; and 2. in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme’s certificate of broad comparability issued by the Government Actuary’s Department,   and "Broad Comparability" shall be construed accordingly; |
| "CSPS" | the schemes as defined in Annex 1 to this Part D; |
| "Fair Deal Employees" | those:  (i) Transferring HSE Employees who at the date of a Relevant Transfer are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by HSE; and/or  (ii) Transferring Previous Provider Employees to include any employee who transfers and is offered employment under Part C above who at the date of a Relevant Transfer are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by HSE; and/or  (iii) where the Previous Provider becomes the Provider those employees who at the Services Start Date are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by HSE; |
| "Fair Deal Schemes" | means the relevant Statutory Scheme or a Broadly Comparable pension scheme; |
| "Fund Actuary" | means Fund Actuary as defined in Annex 3 to this Part D; |
| "LGPS" | the schemes as defined in Annex 3 to this Part D; |
| "NHSPS" | the schemes as defined in Annex 2 to this Part D; |
| "New Fair Deal" | the revised Fair Deal position set out in the HM Treasury guidance: "*Fair Deal for Staff Pensions: Staff Transfer from Central Government*" issued in October 2013 including:  (i) any amendments to that document immediately prior to the Relevant Transfer Date; and  (ii) any similar pension protection in accordance with the subsequent Annex 1-3 inclusive as notified to the Provider by HSE; and |
| "Statutory Schemes" | means the CSPS, NHSPS or LGPS. |

1. Participations
   1. In respect of all or any Fair Deal Employees each of Annex 1: CSPS, Annex 2: NHSPS and/or Annex 3: LGPS shall apply, as appropriate.
   2. The Provider undertakes to do all such things and execute any documents (including any relevant Admission Agreement) as may be required to enable the Provider to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
2. Provision of information
   1. The Provider undertakes to HSE:
      1. to provide all information which HSE may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
      2. not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of HSE (such consent not to be unreasonably withheld or delayed).
3. Indemnities
   1. The Provider undertakes to HSE to indemnify and keep indemnified NHS Pensions, HSE and/or any Replacement Provider and/or any Replacement Sub-Contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Provider of this Part D, and/or the CSPS Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.
   2. The Provider hereby indemnifies, NHS Pensions, HSE and/or any Replacement Provider and/or Replacement Sub-Contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Provider and/or of any Sub-Contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:
      1. relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Agreement; or
      2. arise out of the failure of the Provider and/or any relevant Sub-Contractor to comply with the provisions of this Part D before the date of termination or expiry of this Agreement.
   3. The indemnities in this Part D and its Annexes:
      1. shall survive termination of this Agreement; and
      2. shall not be affected by the caps on liability contained in Clause 35 of this agreement (Liability).
4. Disputes
   1. The Dispute Resolution Procedure will not apply to this Part D and any dispute between and/or HSE and/or the Provider or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between and/or HSE and/or the Provider be referred to an independent Actuary:
      1. who will act as an expert and not as an arbitrator;
      2. whose decision will be final and binding on and/or HSE and/or the Provider; and
      3. whose expenses shall be borne equally by and/or HSE and/or the Provider unless the independent Actuary shall otherwise direct.
5. Third Party rights
   1. The Parties agree that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Provider under this Part D, in his or her or its own right under section 1(1) of the CRTPA.
   2. Further, the Provider must ensure that the CRTPA will apply to any Sub-Agreement to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-Contractor in his or her or its own right under section 1(1) of the CRTPA.
6. Breach
   1. The Provider agrees to notify HSE should it breach any obligations it has under this Part D and agrees that HSE shall be entitled to terminate its Agreement for material Default in the event that the Provider:
      1. commits an irremediable breach of any provision or obligation it has under this Part D; or
      2. commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from HSE giving particulars of the breach and requiring the Provider to remedy it.
7. Transfer to another employer/Sub-contractor
   1. Save on expiry or termination of this Agreement, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Provider shall and shall procure that any relevant Sub-Contractor shall:
      1. consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and
      2. procure that the employer to which the Fair Deal Employees are transferred (the "New Employer") complies with the provisions of this Part D and its Annexes provided that references to the "Provider" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.
8. Pension issues on expiry or termination
   1. The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Agreement.
9. Broadly comparable pension schemes
   1. If HSE in its sole discretion (having considered the exceptional cases provided for in New Fair Deal) agrees that the Provider (and/or its Sub-Contractors, if any) need not provide the Fair Deal Employees with access to the appropriate Statutory Scheme, the Provider must (and must, where relevant, procure that each of its Sub-Contractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the Fair Deal Employees will be eligible for membership of a Retirement Benefits Scheme under which the Pension Benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by HSE.
   2. Where the Provider has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of paragraph 10.1, the Provider shall (and shall procure that any of its Sub-Contractors shall):
      1. supply to HSE details of its (or its Sub-Contractor’s) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than twenty eight (28) days before the Relevant Transfer Date;
      2. fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme’s Actuary or by the Government Actuary’s Department for the period ending on the Service Transfer Date;
      3. instruct any such Broadly Comparable pension scheme’s Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Provider and/or NHS Pension and/or HSE may reasonably require, to enable the Replacement Provider to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
      4. provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Provider and/or relevant Sub-Contractor and are still eligible for New Fair Deal protection in the event that the Provider and/or Sub-Contractor's Broadly Comparable pension scheme is terminated;
      5. allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("Shortfall"), the Provider or the Sub-Contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Provider and any Sub-Contractor, the Shortfall shall be paid by the Provider; and
      6. indemnify HSE on demand for any failure to pay the Shortfall as required under paragraph 10.2.5 above.

Annex 1 – CSPS [not used]

Annex 2 – NHSPS [not used]

Annex 3 – LGPS [not used]

Part E: Staff Transfer on Exit (Mandatory)

1. Pre-service transfer obligations 
   1. The Provider agrees that within twenty (20) Working Days of the earliest of:
      1. receipt of a notification from HSE of a Service Transfer or intended Service Transfer;
      2. receipt of the giving of notice of early termination or any Partial Termination of the relevant Agreement;
      3. the date which is 12 Months before the end of the Term; and
      4. receipt of a written request of HSE at any time (provided that HSE shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Provider's Provisional Provider Personnel List, together with the Staffing Information in relation to the Provider's Provisional Provider Personnel List and it shall provide an updated Provider's Provisional Provider Personnel List at such intervals as are reasonably requested by HSE.

* 1. At least twenty (20) Working Days prior to the Service Transfer Date, the Provider shall provide to HSE or at the direction of HSE to any Replacement Provider and/or any Replacement Sub-Contractor (i) the Provider's Final Provider Personnel List, which shall identify which of the Provider Personnel are Transferring Provider Employees and the basis upon which they are Transferring Provider Employees and (ii) the Staffing Information in relation to the Provider’s Final Provider Personnel List (insofar as such information has not previously been provided).
  2. HSE shall be permitted to use and disclose information provided by the Provider under paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Provider and/or Replacement Sub-Contractor.
  3. The Provider warrants, for the benefit of HSE, any Replacement Provider, and any Replacement Sub-Contractor that all information provided pursuant to paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
  4. From the date of the earliest event referred to in paragraph 1.1.1. 1.1.2 and 1.1.3, the Provider agrees that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Services who is not listed on the Provider’s Provisional Provider Personnel List and shall, unless otherwise instructed by HSE (acting reasonably):
     1. not replace or re-deploy any Provider Personnel listed on the Provider Provisional Provider Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person they replace;
     2. not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Provider Personnel (including any payments connected with the termination of employment);
     3. not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Provider Personnel save for fulfilling assignments and projects previously scheduled and agreed;
     4. not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Provider's Provisional Provider Personnel List;
     5. not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
     6. not terminate or give notice to terminate the employment or contracts of any persons on the Provider's Provisional Provider Personnel List save by due disciplinary process;
     7. not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to HSE and/or the Replacement Provider and/or Replacement Sub-Contractor;
     8. give HSE and/or the Replacement Provider and/or Replacement Sub-Contractor reasonable access to Provider Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by HSE, Replacement Provider and/or Replacement Sub-Contractor in respect of persons expected to be Transferring Provider Employees;
     9. co-operate with HSE and the Replacement Provider to ensure an effective consultation process and smooth transfer in respect of Transferring Provider Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
     10. promptly notify HSE or, at the direction of HSE, any Replacement Provider and any Replacement Sub-Contractor of any notice to terminate employment given by the Provider or received from any persons listed on the Provider's Provisional Provider Personnel List regardless of when such notice takes effect;
     11. not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-Contractors whose employment or engagement is transferred to HSE and/or the Replacement Provider (unless otherwise instructed by HSE (acting reasonably) or where the employee applies in response to a public advertisement of a vacancy to suppliers or Sub-contractors for purposes other than the Register);
     12. not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
     13. fully fund any Broadly Comparable pension schemes set up by the Provider;
     14. maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Provider or any Sub-Contractor in the provision of the Services on the expiry or termination of this Agreement (including without limitation identification of the Fair Deal Employees);
     15. promptly provide to HSE such documents and information mentioned in paragraph 3.1 of Part D: Pensions which HSE may reasonably request in advance of the expiry or termination of this Agreement; and
     16. fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Provider relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Provider or any Sub-Contractor in the provision of the Services on the expiry or termination of this Agreement.
  5. At any time during the Term, HSE may make written requests to the Provider for information relating to the manner in which the Services are organised. Within twenty (20) Working Days of receipt of a written request the Provider shall provide such information as HSE may reasonably require which shall include:
     1. the numbers of employees engaged in providing the Services;
     2. the percentage of time spent by each employee engaged in providing the Services;
     3. the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
     4. a description of the nature of the work undertaken by each employee by location.
  6. The Provider shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to HSE, any Replacement Provider and/or any Replacement Sub-Contractor to ensure the smooth transfer of the Transferring Provider Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Provider Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Provider shall provide (and shall procure that each Sub-contractor shall provide) to HSE or, at the direction of HSE, to any Replacement Provider and/or any Replacement Sub-Contractor (as appropriate), in respect of each person on the Provider's Final Provider Personnel List who is a Transferring Provider Employee:
     1. the most recent month's copy pay slip data;
     2. details of cumulative pay for tax and pension purposes;
     3. details of cumulative tax paid;
     4. tax code;
     5. details of any voluntary deductions from pay;
     6. a copy of any personnel file and/or any other records regarding the service of the Transferring Provider Employee;
     7. a complete copy of the information required to meet the minimum recording keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and
     8. bank/building society account details for payroll purposes.
  7. From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Provider agrees that following within 20 Working Days of a request from HSE it shall and shall procure that each Sub-contractor shall use reasonable endeavours to comply with any reasonable request to align and assign Provider Personnel to any future delivery model proposed by HSE for Replacement Services within 30 Working Days or such longer timescale as may be agreed.
  8. Any changes necessary to this Agreement as a result of alignment referred to in Paragraph 1.8 shall be agreed in accordance with the Change Control Procedure.

1. Employment Regulations exit provisions
   1. HSE and the Provider acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Agreement or otherwise) resulting in the Services being undertaken by a Replacement Provider and/or a Replacement Sub-Contractor. Such a change in the identity of the provider of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. HSE and the Provider agree that, as a result of the operation of the Employment Regulations. where a Relevant Transfer occurs, the contracts of employment between the Provider and the Transferring Provider Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Provider and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Provider Employee.
   2. The Provider shall, and shall procure that each Sub-contractor shall, comply with all its obligations under the Employment Regulations and in particular obligations in respect of the Transferring Provider Employees arising under the Employment Regulations in respect of the period up to (but excluding) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of any person identified in the Provider’s Final Supplier Personnel List and all the Transferring Provider Employees arising in respect of the period up to (but excluding) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Statutory Schemes (as defined in Part D: Pensions) and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part to the period ending on (but excluding) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Provider and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Provider and/or Replacement Sub-Contractor.
   3. Subject to paragraph 2.4, the Provider shall indemnify HSE and/or the Replacement Provider and/or any Replacement Sub-Contractor against any Employee Liabilities arising from or as a result of:
      1. any act or omission of the Provider or any Sub-Contractor in respect of any Transferring Provider Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Provider Employee whether occurring before, on or after the Service Transfer Date;
      2. the breach or non-observance by the Provider or any Sub-Contractor occurring before but excluding the Service Transfer Date of:
         1. any collective agreement applicable to the Transferring Provider Employees; and/or
         2. any other custom or practice with a trade union or staff association in respect of any Transferring Provider Employees which the Provider or any Sub-Contractor is contractually bound to honour;
      3. any claim by any trade union or other body or person representing any Transferring Provider Employees arising from or connected with any failure by the Provider or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising before but excluding the Service Transfer Date;
      4. any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
         1. in relation to any Transferring Provider Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date; and
         2. in relation to any employee who is not identified in the Provider's Final Provider Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Provider to HSE and/or Replacement Provider and/or any Replacement Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date;
      5. a failure of the Provider or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Provider Employees in respect of the period up to (but excluding) the Service Transfer Date);
      6. any claim made by or in respect of any person employed or formerly employed by the Provider or any Sub-Contractor other than a Transferring Provider Employee identified in the Provider's Final Provider Personnel List for whom it is alleged HSE and/or the Replacement Provider and/or any Replacement Sub-Contractor may be liable by virtue of this Agreement and/or the Employment Regulations; and
      7. any claim made by or in respect of a Transferring Provider Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Provider Employee relating to any act or omission of the Provider or any Sub-Contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by HSE and/or Replacement Provider to comply with regulation 13(4) of the Employment Regulations.
   4. The indemnities in paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Provider and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
      1. arising out of the resignation of any Transferring Provider Employee before the Service Transfer Date on account of substantial detrimental changes to their working conditions proposed by the Replacement Provider and/or any Replacement Sub-Contractor to occur in the period on or after the Service Transfer Date); or
      2. arising from the Replacement Provider's failure, and/or Replacement Sub-Contractor's failure, to comply with its obligations under the Employment Regulations.
   5. Subject to paragraphs 2.6, if any employee of the Provider who is not identified in the Provider's Final Transferring Provider Employee List claims, or it is determined in relation to any employees of the Provider, that their contract of employment has been transferred from the Provider to the Replacement Provider and/or Replacement Sub-Contractor pursuant to the Employment Regulations, then:
      1. HSE will procure that the Replacement Provider and/or Replacement Sub-Contractor will, within five (5) Working Days of becoming aware of that fact, notify HSE and the Provider in writing;
      2. the Provider may offer (or may procure that a Sub-contractor may offer) employment to such person, or take such other steps as it considered appropriate to resolve the matter (provided always that such steps are in compliance with Law), within ten (10) Working Days of receipt of notice from the Replacement Provider and/or Replacement Sub-Contractor;
      3. if such offer of employment is accepted, or if the situation has otherwise been resolved by the Provider or a Sub-contractor, HSE shall procure that the Replacement Provider and/or Replacement Sub-Contractor shall immediately release or procure the release of the person from their employment or alleged employment;
      4. if after the period referred to in paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, or the situation has not otherwise been resolved. HSE shall advise the Replacement Provider and/or Replacement Sub-Contractor, as appropriate, that it may within five (5) Working Days give notice to terminate the employment of such person; and
      5. subject to the Replacement Provider's and/or Replacement Sub-Contractor's compliance with paragraphs 2.5.1 to 2.5.4 the Provider will indemnify the Replacement Provider and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any of the Provider's employees referred to in this paragraph 2.5.
   6. The indemnity in paragraph 2.5 shall not apply to:
      1. any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Provider and/or Replacement Sub-Contractor; or
      2. any claim that the termination of employment was unfair because the Replacement Provider and/or Replacement Sub-Contractor neglected to follow a fair dismissal procedure; or
      3. any termination of the employment of any person referred to in paragraph 2.5.1 that is made pursuant to the provisions of paragraph 2.5.4 more than 3 Months after the Service Transfer Date.
   7. If any such person as is described in paragraph 2.5 is neither re-employed by the Provider or any Sub-Contractor nor dismissed by the Replacement Provider and/or Replacement Sub-Contractor within the timescales set out in paragraphs 2.5, such person shall be treated as a Transferring Provider Employee.
   8. The Provider shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of any person identified in the Provider's Final Provider Personnel list before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
      1. the Provider and/or any Sub-Contractor; and
      2. the Replacement Provider and/or the Replacement Sub-Contractor.
   9. The Provider shall, and shall procure that each Sub-contractor shall, promptly provide HSE and any Replacement Provider and/or Replacement Sub-Contractor, in writing such information as is necessary to enable HSE, the Replacement Provider and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. HSE shall procure that the Replacement Provider and/or Replacement Sub-Contractor, shall promptly provide to the Provider and each Sub-Contractor in writing such information as is necessary to enable the Provider and each Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
   10. Subject to paragraph 2.11, HSE shall procure that the Replacement Provider indemnifies the Provider on its own behalf and on behalf of any Replacement Sub-Contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:
       1. any act or omission of the Replacement Provider and/or Replacement Sub-Contractor in respect of any Transferring Provider Employee identified in the Provider’s Final Provider Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Provider Employee;
       2. the breach or non-observance by the Replacement Provider and/or Replacement Sub-Contractor on or after the Service Transfer Date of:
          1. any collective agreement applicable to the Transferring Provider Employees identified in the Provider’s Final Provider Personnel List; and/or
          2. any custom or practice in respect of any Transferring Provider Employees identified in the Provider’s Final Provider Personnel List which the Replacement Provider and/or Replacement Sub-Contractor is contractually bound to honour;
       3. any claim by any trade union or other body or person representing any Transferring Provider Employees identified in the Provider’s Final Provider Personnel List arising from or connected with any failure by the Replacement Provider and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
       4. any proposal by the Replacement Provider and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Provider Employees identified in the Provider’s Final Provider Personnel List on or after their transfer to the Replacement Provider or Replacement Sub-Contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Provider’s Final Provider Personnel List who would have been a Transferring Provider Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
       5. any statement communicated to or action undertaken by the Replacement Provider or Replacement Sub-Contractor to, or in respect of, any Transferring Provider Employee identified in the Provider’s Final Provider Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Provider in writing;
       6. any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
          1. in relation to any Transferring Provider Employee identified in the Provider’s Final Provider Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date; and
          2. in relation to any employee who is not a Transferring Provider Employee identified in the Provider’s Final Provider Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Provider or Sub-Contractor, to the Replacement Provider or Replacement Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date;
       7. a failure of the Replacement Provider or Replacement Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Provider Employees identified in the Provider’s Final Provider Personnel List in respect of the period from (and including) the Service Transfer Date; and
       8. any claim made by or in respect of a Transferring Provider Employee identified in the Provider’s Final Provider Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Provider Employee relating to any act or omission of the Replacement Provider or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.
   11. The indemnity in paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Provider and/or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Provider and/or any Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Provider’s Final Provider Personnel List in accordance with paragraph 2.5 (and subject to the limitations set out in paragraph 2.6 above).

### ANNEX E1: [NOT USED]

### ANNEX E2: STAFFING INFORMATION

EMPLOYEE INFORMATION (ANONYMISED)

Name of Transferor:

Number of Employees in-scope to transfer:

Completion notes

1. *If you have any Key Sub-contractors, please complete all the above information for any staff employed by such Key Sub-contractor(s) in a separate spreadsheet.*
2. *This spreadsheet is used to collect information from the current employer (transferor) about employees performing the relevant services to help plan for a potential TUPE transfer. Some or all of this information may be disclosed to bidders as part of a procurement process. The information should not reveal the employees' identities.*
3. *If the information cannot be included on this form, attach the additional information, such as relevant policies, and cross reference to the item number and employee number where appropriate.*

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| EMPLOYEE DETAILS & KEY TERMS | | | | | | | |
| Details | Job Title | Grade / band | Work Location | Date of Birth | Employment status (for example, employee, fixed-term employee, self-employed, agency worker)? | Continuous service date (dd/mm/yy) | Date employment started with existing employer |
| Emp No 1 |  |  |  |  |  |  |  |
| Emp No 2 |  |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- |
|  | EMPLOYEE DETAILS & KEY TERMS | | | | | | |
| Details | Contract end date (if fixed term contract or temporary contract) | Contractual notice period | Contractual weekly hours | Regular overtime hours per week | Mobility or flexibility clause in contract? | Previously TUPE transferred to organisation? If so, please specify (i) date of transfer, (ii) name of transferor, and (iii) whether ex public sector | Any collective agreements? |
| Emp No 1 |  |  |  |  |  |  |  |
| Emp No 2 |  |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | ASSIGNMENT | CONTRACTUAL PAY AND BENEFITS | | | | | | |
| Details | % of working time dedicated to the provision of services under the Agreement | Salary (or hourly rate of pay) | Payment interval (weekly / fortnightly / monthly) | Bonus payment for previous 12 months (please specify whether contractual or discretionary entitlement) | Pay review method | Frequency of pay reviews | Agreed pay increases | Next pay review date |
| Emp No 1 |  |  |  |  |  |  |  |  |
| Emp No 2 |  |  |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | CONTRACTUAL PAY AND BENEFITS | | | | | | | |
| Details | Any existing or future commitment to training that has a time-off or financial implication | Car allowance (£ per year) | Lease or company car details | Any other allowances paid (e.g. shift allowance, standby allowance, travel allowance) | Private medical insurance (please specify whether single or family cover) | Life assurance (xSalary) | Long Term Disability / PHI (% of Salary | Any other benefits in kind |
| Emp No 1 |  |  |  |  |  |  |  |  |
| Emp No 2 |  |  |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |  |  |
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| Emp No |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- |
|  | CONTRACTUAL PAY AND BENEFITS | | | | | |
| Details | Annual leave entitlement (excluding bank holidays) | Bank holiday entitlement | Method of calculating holiday pay (i.e. based on fixed salary only or incl. entitlements to variable remuneration such as bonuses, allowances, commission or overtime pay?) | Maternity or paternity or shared parental leave entitlement and pay | Sick leave entitlement and pay | Redundancy pay entitlement (statutory / enhanced / contractual / discretionary) |
| Emp No 1 |  |  |  |  |  |  |
| Emp No 2 |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- |
|  | PENSIONS | | | | | |
| Details | Employee pension contribution rate | Employer pension contribution rate | Please provide the name of the pension scheme and a link to the pension scheme website | Is the scheme an occupational pension scheme as defined in the Pension Schemes Act 1993? | If the scheme is not an occupational pension scheme, what type of scheme is it? E.g. personal pension scheme? | Type of pension provision e.g. defined benefit (CARE or final salary, and whether a public sector scheme e.g. CSPS, NHSPS, LGPS etc. or a broadly comparable scheme) or a defined contribution scheme or an auto enrolment master trust? |
| Emp No 1 |  |  |  |  |  |  |
| Emp No 2 |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- |
|  | PENSIONS | | | | | |
| Details | If the Employee is in the Local Government Pension Scheme, please supply details of Fund and Administering Authority. | If the Employee is in the Civil Service Pension Scheme, please provide details of the Admission Agreement. | If the Employee is in the NHSPS, please provide details of the Direction Letter. | If the Employee is in a broadly comparable pension scheme, please supply a copy of the GAD certificate of Broad Comparability. | Did Fair Deal or any other similar pension protection for ex-public sector employees apply to the employee when they TUPE transferred into your employment? If so, what was the nature of that protection (e.g. right to participate in a public sector pension scheme, or a broadly comparable scheme, or to bulk transfer past pension service into their current scheme)? | If Fair Deal, Best Value or other pension protection applied, which public sector employer did they originally transfer out of and when? |
| Emp No 1 |  |  |  |  |  |  |
| Emp No 2 |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |
| Emp No |  |  |  |  |  |  |

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| --- | --- | --- | --- |
|  | OTHER | | |
| Details | Security Check Level | Security Clearance Expiry date | Additional info or comments |
| Emp No 1 |  |  |  |
| Emp No 2 |  |  |  |
| Emp No |  |  |  |
| Emp No |  |  |  |
| Emp No |  |  |  |
| Emp No |  |  |  |
| Emp No |  |  |  |

SCHEDULE 10: Governance and Contract Management

Purpose

1. Purpose and effect
   1. The purpose of this Schedule is to describe the procedures that will be used to manage the relationship between HSE and the Provider under the Agreement.
   2. This Schedule shall have effect throughout the Term.

Operative Provisions

1. Obligations of both parties under this Agreement
   1. Both parties shall seek to participate and cooperate fully and in good faith in discharging the obligations under this Schedule.
   2. The performance of the Services will be managed at the day-to-day level through the Provider Contract Manager and the HSE Contract Manager, in accordance with the terms of this Agreement, including this Schedule 10 (Governance and Contract Management), and within the framework established by the Concordat.
2. HSE’s obligations under the Agreement
   1. HSE shall:
      1. use its reasonable endeavours to provide the Provider with access to appropriate members of HSE's staff, as such access is reasonably requested by the Provider in order for the Provider to discharge its obligations throughout the Term;
      2. provide sufficient and suitably qualified staff to fulfil HSE's roles and duties under this Agreement including as defined in the Transition Plan;
      3. use its reasonable endeavours to provide such documentation, data and/or other information that the Provider reasonably requests that is necessary to perform its obligations under the terms of this Agreement provided that such documentation, data and/or information is available to HSE or could reasonably be requested by HSE and is authorised for release by HSE;
      4. be entitled to, after notifying the Provider in writing, permit, from time to time, HSENI to:
         1. take any actions;
         2. perform any obligations; and
         3. assume any roles and responsibilities,

arising under this Agreement, where such permissions are relevant to the Services being performed in or which relate to Northern Ireland and/or any Business whose business address or registered office address is in Northern Ireland.

* + 1. carry out any agreement, approval or authorisation procedures in relation to the Services in accordance with any agreed timescales.
  1. The permissions set out in paragraph 3.1.4 may be cancelled by HSE at any time and HSE shall notify the Provider accordingly.

1. Governance structure
   1. To ensure performance is regularly reviewed and any risks are identified and proactively managed, a four-tier management structure (as outlined in Table 1 and Figure 1 below, and described in more detail in Annex A) will be adopted involving both parties. The purpose will be to:
      1. ensure a consistently high-level of service delivery is achieved;
      2. oversee management reporting arrangements through joint monitoring of activities and performance indicators;
      3. budget monitoring and analysis and escalation as appropriate of risks and issues;
      4. meet regularly to ensure the smooth running of this Agreement;
      5. propose changes to this Agreement. The HSE Contract Manager shall consult internally on all such proposals for change and refer to HSE senior management for decisions on matters of significant or strategic importance; and
      6. maintain and keep up to date the Concordat between HSE and the Provider.
   2. Boards and management teams shall be established by HSE and the Provider under this Agreement on which both the Provider and HSE shall be represented.
   3. The Provider and HSE shall each appoint a Contract Manager. Both parties shall ensure that their respective Contract Manager is of sufficient seniority within each respective party's organisation and is sufficiently empowered to take decisions of the day-to-day operation of the Agreement and performance of the Services within the framework established by the Concordat.
   4. HSE shall, acting reasonably, be entitled to propose a change to the Contract Manager of the Provider where HSE has reasonable concerns about his/her performance. In the event that HSE proposes such a replacement:
      1. HSE shall notify Provider of such concerns, stating its reasons and providing details supporting such concerns;
      2. the Provider shall have ten (10) Working Days (unless a longer period is reasonably necessary) in which to investigate matters stated in the notice and to discuss its findings with HSE and its proposal to address these concerns. HSE shall cooperate with the investigations and do all it reasonably can to facilitate the discussions; and
      3. following such discussion, if HSE is not reasonably satisfied, HSE may require the Provider to replace the Provider Contract Manager with another individual with suitable training, experience and skills.

**Table 1** Governance structure

| **Tier** | **Forum** | **Frequency** |
| --- | --- | --- |
| Tier 1 | Field Operations Liaison Team | Quarterly |
| Tier 1 | Marketing Review Team | Quarterly, with additional project or campaign meetings as required |
| Tier 2 | Service and Performance Monitoring Team | Monthly |
| Tier 2 | Senior Management Review | Fortnightly |
| Tier 3 | Contract Review Board | 6-monthly (mid-year and annual service reviews) |
| Tier 3 | Transition Governance Board | Fortnightly |
| Tier 4 | Executive Review Board | Escalation only |

**Figure 1** Governance structure

1. Contract management mechanisms
   1. Both parties will proactively manage risks attributed to them under the terms of this Agreement.
   2. The Provider will develop, operate, maintain and amend, as agreed with HSE, processes for:
      1. the identification and management of risks. The risk register will be completed by the Provider and submitted for review by both parties at the Service and Performance Monitoring meetings;
      2. the identification and management of issues;
      3. monitoring and controlling project plans; and
      4. document control and management.
2. Contract Manager: role and responsibility
   1. As set out in 4.3, to ensure that risks are proactively managed both parties shall appoint Contract Managers whose roles and responsibilities are:
      1. oversee management reporting arrangements through joint monitoring of activities and performance indicators;
      2. budget monitoring and analysis and escalation as appropriate of risks and issues;
      3. to meet regularly to ensure the smooth running of the agreement;
      4. propose changes to the Agreement. The HSE Contract Manager shall consult internally on all such proposals for change and remit to the Contract Review Board for decision those matters of significant or strategic importance; and
      5. maintain and keep up to date the Concordat between HSE and the Provider.
   2. The HSE Contract Manager shall:
      1. institute a timely and comprehensive process of contract audit;
      2. approve Ancillary Services proposals and authorise payments for work done.
   3. The Provider Contract Manager shall:
      1. prepare reports and submit monthly and annual performance reports to the HSE Contract Manager;
      2. respond to queries raised by the HSE Contract Manager.
3. Performance monitoring
   1. The Provider will monitor and measure its performance of the Services in relation to each of the performance measures detailed in Schedule 3 (Service Levels) and Schedule 8 (Key Performance Indicators).
   2. The Provider is responsible for the calculation and application of all Service Credits but shall provide HSE with all relevant information and reports to allow verification of all calculations.

Annex 1 – Governance structure roles and responsibilities

1. Introduction
   1. The tables below set out the proposed Governance Structure, the expected representation and roles and responsibilities at each tier of the structure.
2. Field Operations Liaison

**Table 2** Tier 1 Field Operations Liaison

| **Forum** | **Field Operations Liaison Team** |
| --- | --- |
| Performance governance tier | Tier 1 |
| HSE attendees | HSE sector lead  Field operations representative from HSE and equivalent from HSENI |
| Service Provider attendees | Director of Gas Safe Services  Head of Field Operations Senior members of field team |
| Responsibilities and functions | * Review operational issues (Inspections and investigations) * Review enforcement issues * Identify issues for escalation to Tier 2 |
| Frequency | Quarterly face-to-face meetings |
| Escalation point | Tier 2 |

* 1. HSE and the Provider will attend quarterly meetings to review operational liaison. The meetings will (unless agreed otherwise):
     1. take place within fifteen (15) Working Days of the end of each quarter of a Contract Year;
     2. be chaired by the Provider head of field operations;
     3. take place at a mutually agreed location within normal business hours;
     4. be attended by the representatives detailed in Table 2 of this Schedule; and
     5. follow an agreed agenda, be fully minuted with Provider providing the full secretariat function which will include as a minimum organising the meeting, including location, and issuing the meeting invitations.

1. Service and Performance Monitoring

**Table 3** Tier 2 Service and Performance Monitoring

| **Forum** | **Service and Performance Monitoring Team** |
| --- | --- |
| Performance governance tier | Tier 2 |
| HSE attendees | Contract Manager (chair)  Head of Gas Safe Register Team  Sector lead (downstream gas)  Other team members as required |
| Service Provider attendees | Provider Contract Manager  Director of Gas Safe Services  Other disciplines on an ad hoc basis as required |
| Responsibilities and functions | * Ensure effective contract management of day-to-day operational processes for delivery of the Services * Review performance in line with the provisions of the Agreement * Monitor performance & trends * Initiate and review service improvement initiatives * Receive and review reports on risks and mitigation measures * Where issues are identified, consider whether an improvement plan is required * Identify and progress any contract changes required * Oversee individual projects * Address issues escalated from Tier 1 * Identify any matters for escalation to the Contract Review Board |
| Frequency | Monthly   * Monthly meeting (video conference) * Monthly management information/performance reporting and summary report, to be issued in advance of meeting |
| Escalation point | Tier 3 |

* 1. HSE and the Provider will attend monthly meetings to review the Monthly Performance Report (Tier 2 of the formal governance structure detailed in Figure 1 above). The meetings will (unless agreed otherwise):
     1. take place within fifteen (15) Working Days of the end of the Service Measurement Period;
     2. be chaired by the HSE Contract Manager;
     3. take place at an HSE location, or via video conference, within normal business hours;
     4. be attended by the representatives detailed in Table 3 of this Schedule; and
     5. follow an agreed agenda, be fully minuted with HSE providing the full secretariat function which will include as a minimum organising the meeting, including location, and issuing the meeting invitations.
  2. HSE may raise additional questions regarding any aspect of performance and/or Service Level or any KPI Failure. The Provider will meet the cost of investigating and addressing these questions.

1. Senior management liaison

**Table 4** Tier 2 Senior Management

| **Forum** | **Senior Management Review** |
| --- | --- |
| Performance governance tier | Tier 2 |
| HSE attendees | Head of Gas Safe Register Team |
| Service Provider attendees | Contract Manager / Managing Director |
| Responsibilities and functions | * Discuss wider performance of Provider * Discuss relationships between Provider and HSE * Identify and resolve any performance issues * Consider and resolve disputes in the first instance and if necessary escalate the dispute to the Contract Review Board |
| Frequency | Fortnightly   * Telephone / video conference Keep-In-Touch |
| Escalation point | Tier 3 |

1. Contract Review Board

**Table 5** Tier 3 Contract Review

| **Forum** | **Contract Review Board** |
| --- | --- |
| Performance governance tier | Tier 3 |
| HSE attendees | HSE contract management team:  Contract manager  Head of Gas Safe Register Team  Head of Unit (Chair)  Finance business partner  HSENI contract management team representative |
| Service Provider attendees | Contract Manager  Director of Gas Safe Services  Business & Improvement Director  Head of Customer Service  Director of Finance  Senior Commercial Manager  Unlimited Marketing & Brand Director |
| Responsibilities and functions | * Ensure delivery of services by the Provider is aligned to HSE’s strategy * Review overall performance of services provided in line with contractual requirements * Review contract changes and significant service delivery issues over the reporting period * Address issues escalated from Tier 2 * Identify any matters for escalation to Executive Review (Tier 4) * Ensure that this Agreement is operated throughout the Term in a manner which optimises:   + improvements in gas Consumer safety   + transparency of the Register for Consumers   + Consumer awareness and good reputation of the Brand   + the value for money received by Registered Businesses and Engineers   + the operational benefit derived by HSE   + industry's contribution to gas safety   + the commercial benefit derived by the Provider * Responsible for overseeing the continuous improvement of the Services throughout the Term |
| Frequency | 6-monthly:   * Mid-year review – face-to-face meeting at HSE Head Office, Redgrave Court, Bootle * Annual service review – face-to-face meeting at Redgrave Court with Annual Service Report from the Provider provided ten (10) working days in advance of meeting |
| Escalation point | Tier 4 |

* 1. The Contract Review Board shall undertake an annual service review within three (3) months of the end of each Contract Year. It shall review the Annual Service Report, produced in accordance with paragraph 5.2 of Schedule 11 (Management Information, Reporting and Records).
  2. HSE shall at the annual service review undertake a thorough review of the Services and Provider's performance of them, performance against Service Levels, and the KPls in order to determine whether any changes are necessary to the Agreement in order to ensure that the Agreement continues to improve gas safety and provide value for money for Registered Businesses and Engineers.
  3. Agenda items for each meeting of the Contract Review Board will be suggested by both parties and will include approval of policy and standard setting, monitoring of strategic risks or high-level issues, any performance related issues that have been escalated from the Service & Performance Monitoring Team.
  4. The Contract Review Board shall at all times endeavour to work by consensus and the members of the Contract Review Board shall perform their duties in good faith, save that where the Chairperson reasonably considers that it is not possible to reach a consensus on an issue, they may defer consideration of the matter to the next meeting of the Contract Review Board (and for the purposes of this paragraph the Chairperson may call a special meeting of the Contract Review Board to consider the matter).
  5. The Provider shall co-operate fully with HSE as it conducts the review and provide all assistance reasonably required by HSE.

1. Transition Governance Board

**Table 6** Tier 3Transition Governance

| **Forum** | **Transition Governance Board** |
| --- | --- |
| Performance governance tier | Tier 3 |
| HSE Members | HSE Transition Manager  HSE Contract Manager  Head of Unit  IT & Facilities representative  Other members TBC |
| Provider Members | Contract Manager / Managing Director  Provider Transition Director  Provider Stakeholder Director and or Communications Director |
| Previous Provider Members | Previous Provider Senior Management Team |
| Responsibilities and functions | * Oversee the fulfilment of the requirements and delivery of the Deliverables set out in the Outline Transition Plan * Review the progress of each work-stream involved in the delivery of the Outline Transition Plan * Including premises, development of brand and registration services, investigation activity, training, IT, and governance * Receive reports from the implementation teams involved in delivery of the Outline Transition Plan and determine the appropriate action to take in the event that either Party considers there to be sufficient risk to the achievement of the Outline Transition Plan * Ensure the Provider operation has the appropriate staffing capability to fulfil the contractual obligations of the Provider ahead of the Services Start Date * Monitor the successful TUPE transfer of people from the Previous Provider in accordance with Schedule 9 (Staff Transfer) |
| Start Date | Effective Date |
| Frequency | Fortnightly during the Transition Period |
| Escalation point | Tier 4 Executive Review Board |

* 1. HSE and the Provider will attend regular meetings during the Transition Period to review transition progress (Tier 3 of the formal governance structure detailed in Figure 1 above). The meetings will (unless agreed otherwise):
     1. take place fortnightly;
     2. be chaired by the HSE Transition Manager;
     3. take place at an agreed location or via Video Conference within normal business hours;
     4. be attended by the representatives detailed in Table 6 of this Schedule; and
     5. follow an agreed agenda and be fully minuted with the Provider providing the full secretariat function which will include as a minimum organising the meeting, including location, and issuing the meeting invitations.

1. Executive Review

**Table 7** Tier 4 Executive Review

| **Forum** | **Executive Review Board** |
| --- | --- |
| Performance governance tier | Tier 4 |
| HSE attendees | HSE Head of Unit |
| Service Provider attendees | Client Partner & Managing Director |
| Responsibilities and functions | Address issues escalated from Tier 3 Contract Review or Tier 3 Transition Governance and mutually agree a strategy to address the issues.  Provide direction to the Transition Governance Board and the Contract Review Board on strategic issues and priorities. |
| Frequency | When required |
| Escalation point | - |

* 1. HSE and the Provider may escalate any issues not resolved at Tier 3 to the Executive Review Board.

1. Marketing Review

**Table 8** Tier 1 Marketing Review

| **Forum** | **Marketing Review Team** |
| --- | --- |
| Performance governance tier | Tier 1 |
| HSE attendees | Contract Manager (or deputy)  HSE Communications representative(s) |
| Service Provider attendees | Business & Improvement Director  Unlimited Marketing & Brand Director  Member(s) of marketing team (as required)  Provider marketing agency representative(s) (as required) |
| Responsibilities and functions | * Provider to provide to HSE high-level budget proposals and campaign plans * Provide assurance to HSE that funds will be appropriately spent and that campaigns will achieve value for money * Provider to present results of any campaign & evaluation activity * Identify issues for escalation to Tier 2 |
| Frequency | Quarterly face-to-face or video conference meetings |
| Escalation point | Tier 2 |

* 1. HSE and the Provider will attend quarterly meetings to review marketing plans and activity. The meetings will (unless agreed otherwise):
     1. take place within fifteen (15) Working Days of the end of each quarter of a Contract Year;
     2. be chaired by the Provider head of marketing;
     3. take place at a mutually agreed location within normal business hours;
     4. be attended by the representatives detailed in Table 8 of this Schedule; and
     5. follow an agreed agenda, be fully minuted with Provider providing the full secretariat function which will include as a minimum organising the meeting, including location, and issuing the meeting invitations.

SCHEDULE 11: Management Information, Reporting and Records

1. Introduction
   1. The purpose of this Schedule 11 is to set out the provisions and requirements relating to:
      1. Management Information; and
      2. the detail and nature of reporting.
2. Management Information
   1. General Requirements
      1. The Provider shall operate and maintain appropriate systems, processes and records (the “Management Information System” or “MIS”) to ensure that it can, at all times, deliver timely and accurate Management Information to HSE in accordance with the provisions of this Schedule 11.
      2. The Provider shall grant HSE access to the MIS so that HSE may generate its own reports and view Management Information at any time.
   2. Management Information and Format
      1. The Provider agrees to provide timely, full, accurate and complete MI Reports to HSE which incorporates the data, in the correct format, required by the MI Reporting Template. The initial MI Reporting Template is set out in Annex 1 to this Schedule 11.
      2. HSE may from time to time make changes to the MI Reporting Template including to the data required or format of the report and issue a replacement version of the MI Reporting Template to the Provider. HSE shall give notice in writing of any such change to the MI Reporting Template and shall specify the date from which the replacement MI Reporting Template must be used for future MI Reports which date shall be at least thirty (30) calendar days following the date of the notice.
      3. If the MI Reporting Template is amended by HSE at any time, then the Provider agrees to provide all future MI Reports in accordance with the most recent MI Reporting Template issued by HSE.
      4. HSE may provide the Provider with supplemental guidance for completing the MI Reporting Template or submitting MI Reports from time to time which may for example indicate which fields are mandatory and which are optional. The Provider agrees to complete the Monthly MI Report in accordance with any such guidance.
      5. The Provider may not make any amendment to the current MI Reporting Template without the prior Approval of HSE.
      6. HSE shall have the right from time to time (on reasonable written notice) to amend the nature of the Management Information which the Provider is required to supply to HSE.
   3. Frequency and Coverage
      1. All MI Reports must be completed by the Provider using the MI Reporting Template and returned to HSE on or prior to the MI Reporting Date every Month during the Term and thereafter, until all transactions relating to the Concession Services have permanently ceased.
      2. The MI Report should be used (among other things) to report on transactions occurring during the Month to which the MI Report relates, regardless of when the work was actually completed. For example, if an invoice is raised for October but the work was actually completed in September, the Provider must report the invoice in October's MI Report and not September's.
      3. The Provider must return the MI Report for each Month even where there are no transactions to report in the relevant Month (a **"Nil Return"**).
      4. The Provider must inform HSE of any errors or corrections to the Management Information:
      5. in the next MI Report due immediately following discovery of the error by the Provider; or
      6. as a result of HSE querying any data contained in an MI Report.
   4. Submission of the Monthly MI Report
      1. The completed MI Report shall be completed electronically and made available on the MIS.
      2. HSE reserves the right (acting reasonably) to specify that the MI Report be submitted by the Provider using an alternative communication to that specified in paragraph 2.4 above such as email. The Provider agrees to comply with any such instructions provided they do not materially increase the burden on the Provider.
   5. Defective Management Information
      1. The Provider acknowledges that it is essential that HSE receives timely and accurate Management Information pursuant to this Agreement because Management Information is used by HSE to inform strategic decision making.
      2. Following an MI Failure HSE may issue reminders to the Provider or require the Provider to rectify defects in the MI Report provided to HSE. The Provider shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

**Meetings**

* + 1. The Provider agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of HSE (without prejudice to any other rights HSE may have). If HSE requests such a meeting the Provider shall propose measures to ensure that the MI Failures are rectified and do not occur in the future. The Parties shall document these measures and continue to monitor the Provider's performance.

**Admin Fees**

* + 1. If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Provider acknowledges and agrees that HSE shall, subject to paragraph 2.5.5, have the right to receive the Admin Fees from the Provider’s Gain Share Fund in respect of any MI Failures as they arise in subsequent Months.
    2. If, following activation of HSE’s right to charge Admin Fee(s) in respect of MI Failures pursuant to paragraph 2.5.4, the Provider submits the Monthly MI Report for two (2) consecutive Months and no MI Failure occurs then the right to charge the Admin Fee(s) shall lapse. For the avoidance of doubt HSE shall not be prevented from exercising such right again during the Term if the conditions in paragraph 2.5.4 are met.
    3. The Provider acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by HSE as a result of the Provider failing to supply Management Information as required by this Agreement.
    4. HSE shall notify the Provider if any Admin Fees arise pursuant to paragraph 2.5.4 above. Any exercise by HSE of its rights under this paragraph 2.5 shall be without prejudice to any other rights that may arise pursuant to the terms of this Agreement.
  1. Default Management Charge
     1. If:
        1. Two (2) MI Failures occur in any rolling six (6) Month period; or
        2. Two (2) consecutive MI Failures occur,

then a "**MI Default**" shall be deemed to have occurred.

* + 1. If an MI Default occurs HSE shall (without prejudice to any other rights or remedies available to it under this Agreement) be entitled to deduct the Default Management Charge from the Provider’s Gain Share Fund for any Months in which the Default Management Charge is payable:
       1. in arrears for those Months in which an MI Failure occurred; and
       2. on an ongoing Monthly basis,

until all and any MI Failures have been rectified to the reasonable satisfaction of HSE.

* + 1. Any MI Default Management Charge shall be calculated annually.

1. Reporting
   1. Monthly Service Report
      1. The Provider shall submit to HSE a Monthly Service Report on or prior to the Monthly Service Report Reporting Date every Month during the Term.
      2. The Monthly Service Report shall include:
         1. a summary of key activities for each of the following business areas:
            1. Field operations;
            2. Technical;
            3. Contact centre;
            4. Marketing & PR;
            5. IT;
            6. Finance; and
            7. Stakeholder engagement;
         2. service downtime for each of the following:
            1. Planned;
            2. Unplanned; and
            3. Forecast downtime for next reporting period;
         3. incidents;
         4. complaints against service;
         5. support to HSE, local authorities and other enforcement agencies;
         6. change management for each of the following:
            1. Change requests implemented; and
            2. Change requests under development;
         7. recovery & improvement plans for each of the following:
            1. Under development; and
            2. In flight, with summary of progress to date;
         8. a copy of the Risk Register;
         9. an up to date list of the items listed in paragraph 2.1 of Schedule 12 (Exit Management), indicating any additions, removals or other changes; and
         10. a summary of performance against Service Levels and Key Performance Indicators, with details of any Service Credits, KPI Failures, Admin Fees and/or Default Charges incurred.
   2. Annual Service Report
      1. Within six (6) weeks of the end of each Contract Year the Provider shall submit to the Contract Review Board an Annual Service Report in a form and style to be agreed with HSE before the Services Start Date, and such report to include:
         1. the measures of performance applicable in the previous Contract Year;
         2. the actual performance achieved against each KPI and each Service Level;
         3. the Provider's views of the reason for any variance between the Provider's performance and the Service Levels and KPIs;
         4. any recommendations with supporting information and documents and Provider's proposals, if any, for changes to the KPIs or Service Levels;
         5. matters that the Provider wishes to bring to the attention of the Contract Review Board or that HSE has asked by way of clarification regarding actual performance;
         6. financial performance including volumes, revenues costs and profits associated with the provision of the Services certified by a senior financial director as a true and accurate record;
         7. details of the Total Gain Share Funds as at the end of that Contract Year separated to show the following:
            1. the Funds for Distribution and the Agreed Provider Gain Share Funds;
            2. the total value of deductions from the Provisional Provider Gain Share Funds as a result of KPI Failures in such Contract Year;
            3. the total value of Transferrable Gain Share Funds to be transferred from the Provisional Provider Gain Share Funds as a result of KPI Failures; and
            4. the total value of Funds For Distribution transferred from Provider profit as a result of Service Credits;
         8. details of the Provider Profit as at the end of that Contract Year separated to show the following:
            1. the Reserved Provider Profit;
            2. the total value of deductions from the Provisional Provider Profit as a result of KPI Failures in such Contract Year;
            3. the total value of Transferrable Provider Profit Funds to be transferred from the Provisional Provider Profit as a result of KPI Failures;
         9. any Admin Fees or Default Charges incurred;
         10. a certificate of costs signed by a senior finance director of Provider, as being true and accurate, setting out:
             1. details of Revenues;
             2. details of relevant operational volumes (including volumes of Registered Business and Engineers);
             3. a breakdown of costs;
             4. details of profit in absolute and percentage terms;
         11. an evaluation by the Provider of current relations with Registered Businesses and Engineers, stakeholders and the gas industry and an analysis of the opportunities and threats that the state of these relations pose for the effective operation of the Register;
         12. proposals by the Provider for changes in the Rules of Registration;
         13. a review of any changes to the Agreement agreed during the year, those under discussion and any that the Provider is considering for the current year; and
         14. a review of improvements in Services achieved during the previous Contract Year and plans for improvements during the current Contract Year.
      2. This Annual Service Report will be supplied to the HSE Contract Manager at least ten (10) Working Days before the planned annual service review meeting.
      3. The Provider will produce a report of the meeting within five (5) Working Days, including areas of agreement, areas of disagreement with the reasons for that disagreement. HSE shall within a further five (5) Working Days either confirm the report of the meeting or suggest amendments to that report. Provider shall, within a further five (5) Working Days prepare an updated report of the meeting either incorporating into the report HSE’s comments and suggested amendments or, where it does not agree with those comments or suggested amendments, clearly indicating where HSE has comments or suggested amendments and their nature.
      4. Provider shall deliver the completed report without delay to the HSE Contract Manager for their approval.
      5. Upon receipt of the completed report, HSE shall, within 2 weeks of receipt either:
         1. Approve the report and Annual Service Report and inform the Provider; or
         2. Inform the Provider why it does not approve the Annual Service Report and the changes that should be made to make the Annual Service Report acceptable.
      6. Where HSE does not accept the Annual Service Report the Provider shall address HSE’s concerns in a revised report which it shall submit to HSE within 1 week of its receipt of HSE’s comments and paragraph 3.2.5 shall apply to the revised Annual Service Report.
   3. Transparency Reports
      1. Within three (3) months of the Effective Date the Provider shall provide to HSE for its approval (such approval not to be unreasonably withheld or delayed) draft reports in accordance with Annex 3 (once approved, the **"Transparency Reports"**).
      2. If HSE rejects any draft Transparency Report, the Provider shall submit a revised version of the relevant report for further approval by HSE within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by HSE. If the Parties fail to agree on a draft Transparency Report HSE shall determine what should be included.
      3. The Provider shall provide accurate and up-to-date versions of each Transparency Report to HSE at the frequency referred to in Annex 3.
      4. Any disagreement in connection with the preparation and/or approval of Transparency Reports, other than under paragraph 3.3.2 above in relation to the contents of a Transparency Report, shall be treated as a Dispute.
      5. The requirements for Transparency Reports are in addition to any other reporting requirements in this Agreement.
   4. Other Reports
      1. HSE may require any or all of the following reports:
         1. delay reports;
         2. reports relating to Testing and tests carried out under Schedule 21 (Security Requirements and Plan) and Schedule 15 (Service Continuity Plan and Corporate Resolution Planning);
         3. reports which the Provider is required to supply as part of the Management Information;
         4. annual reports on the Insurances;
         5. security reports; and
         6. Force Majeure Event reports.
2. Records
   1. The Provider shall retain and maintain all the records (including superseded records) referred to in Annex 2 to this Schedule 11:
      1. in accordance with Good Industry Practice;
      2. in chronological order;
      3. in a form that is capable of being audited; and
      4. at its own expense.
   2. The Provider shall make these records available for inspection to HSE on request subject to HSE giving reasonable notice.
   3. Wherever practical, original records shall be retained and maintained in hard copy form. True copies of the original records may be kept by the Provider where it is not practicable to retain original records.
   4. Where Records are retained in electronic form, the original metadata shall be preserved together with all subsequent metadata in a format reasonably accessible to HSE.
   5. The Provider shall, during the Term and for a period of at least seven (7) years following the expiry or earlier termination of this Agreement, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Services including but not limited to all records (whether in electronic format or otherwise) referred to in Annex 2 to this Schedule 11.
   6. Records that contain financial information shall be retained and maintained in safe storage by the Provider for a period of at least seven (7) years after the expiry or earlier termination of this Agreement.
   7. Without prejudice to the foregoing, the Provider shall provide HSE:
      1. as soon as they are available, and in any event within 60 Working Days after the end of the first 6 months of each financial year of the Provider during the Term, a copy, certified as a true copy by an authorised representative of the Provider, of its un-audited interim accounts and, if applicable, of consolidated un-audited interim accounts of the Provider and its Affiliates which would (if the Provider were listed on the London Stock Exchange (whether or not it is)) be required to be sent to shareholders as at the end of and for each such 6 month period; and
      2. as soon as they shall have been sent to its shareholders in order to be laid before an annual general meeting of the Provider, but not later than 130 Working Days after the end of each accounting reference period of the Provider part or all of which falls during the Term, the Provider's audited accounts and if applicable, of the consolidated audited accounts of the Provider and its Affiliates in respect of that period together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.
3. Virtual Library
   1. The Provider shall, no later than four (4) weeks prior to the Services Start Date and without charge to HSE, create a Virtual Library on which the Provider shall (subject to any applicable legislation governing the use or processing of personal data) make information about this Agreement available in in accordance with the requirements outlined in this Schedule.
   2. The Provider shall ensure that the Virtual Library is:
      1. capable of holding and allowing access to the information described in Annex 4 of this Schedule and includes full and accurate file details of all uploaded items including date and time of upload, version number and the name of the uploader;
      2. structured so that each document uploaded has a unique identifier which is automatically assigned;
      3. readily accessible by HSE at all times in full via a user-friendly, password protected interface to such nominated users as are notified to the Provider by HSE from time to time,
      4. structured so as to allow nominated users to download either specific documents or the complete Virtual Library (to the extent it has access permission as stated in Annex 4) in bulk and store and view the content offline (on a regular and automated basis);
      5. structured and maintained in accordance with the security requirements as set out in this Agreement including those set out in Schedule 21 (Security Requirements and Plan);
      6. created and based on open standards; and
      7. backed up on a secure off-site system.
   3. For the avoidance of doubt, the Virtual Library (excluding any Software used to host it) shall form a database which constitute New IPR which shall be owned by (and, where applicable, assigned to HSE by the Provider pursuant to Clause 30 (Intellectual Property Rights) of this Agreement.
   4. The Provider shall upload complete and accurate information specified in Annex 4 by the Initial Upload Date (except where prior to the launch of the Virtual Library in which case the date at which the Virtual Library is made available in accordance with paragraph 5.1) onto Virtual Library in the format specified.
   5. Upon any document being uploaded to the Virtual Library, and where HSE has been granted access permission as stated in Annex 4 to that document, the Provider shall email on the same date as the upload, a copy of the document to the nominated HSE email address at: GSRcontractmanagement@hse.gov.uk
   6. Except for notices under Clause 22.1 or items covered by Clause 22.6, where the Provider is under an obligation to provide information to HSE in a provision under this Agreement, then the Provider's upload of that information onto the Virtual Library shall satisfy the Provider's obligation to provide HSE with that information provided that HSE has access in accordance with this paragraph 5 and the uploaded information meets the requirements more particularly specified in the relevant provision.
   7. Except to the extent that the requirements provide for earlier and more regular HSE access to up-to-date information, Annex 4 shall not take precedence over any other obligation to provide information in this Agreement and the Provider shall refer to the applicable clause for further details as to the requirement.
   8. The Provider shall provide each specified person (as set out in column 6 of the table at Annex 4) access to view and download the specified information in the Virtual Library in Annex 4 subject upon the occurrence of the event specified in the column marked Access Permission in Annex 4 to this Schedule.
   9. Where access permission is not listed (in column 6 of the table at Annex 4) as being subject to the occurrence of a certain event the Provider shall grant access to the person and information specified (in column 6 of the table at Annex 4) from the Initial Upload Date.
   10. Where access permission is specified in Annex 4 as being granted to HSE's third party auditor (prior to HSE being granted access) it shall:
       1. be entitled to access, view and download information specified in Annex 4 subject to it entering into a confidentiality agreement with the Provider to keep the contents confidential (except to the extent disclosure of the confidential information is required under paragraph 5.10.2 of this Schedule); and
       2. report to HSE (at its request) as to the completeness and accuracy of the information but not the substance of the information.
   11. The Provider shall ensure that the Virtual Library retains in an accessible form all historic or superseded records of the information specified Annex 4. In order to maintain the integrity of the historic archive of the information and documentation and for the purposes of maintaining a clear audit trail, the Provider shall not delete or overwrite any information that has been stored in the Virtual Library, except for the purposes of maintenance (provided no information is lost during maintenance) or to enable the Provider to comply with Data Protection Legislation.
   12. The Provider warrants that the information uploaded to the Virtual Library is accurate, complete, up-to-date and in accordance with this Agreement at the date of upload.
   13. Where the Provider becomes aware that any of the information provided on the Virtual Library is materially inaccurate, incomplete or out of date (other than in respect of historic versions of documents) the Provider shall provide an update to the information within fourteen (14) days unless already due to be updated beforehand due to an update requirement specified in Annex 4.
   14. In the event of a conflict between any requirement in this Agreement (excluding Annex 4) for the Provider to provide information to HSE and the requirements set out in Annex 4 of this Schedule, the requirement elsewhere in this Agreement shall prevail.
   15. The Provider shall ensure that all approved users of the Virtual Library are alerted by email each time that information in the Virtual Library is uploaded or updated as it occurs.
   16. No later than two (2) weeks prior to the Services Start Date, the Provider shall provide training manuals to HSE relating to the use of the Virtual Library.
   17. On request by HSE the Provider shall provide HSE's nominated users with a reasonable level of training and ongoing support to enable them to make use of the Virtual Library.
   18. For the avoidance of doubt, the cost of any redactions, access restrictions or compliance with the Data Protection Legislation in respect of the information hosted on the Virtual Library shall be at the Provider's own cost and expense.

Annex 1 – MI Reporting Template

| **ID** | **Service Level** | | **Management information** | | |
| --- | --- | --- | --- | --- | --- |
| **1** | **Registered businesses and engineers** | | | | |
|  |  | | **Registration numbers** | | |
| 1.01 |  | | Number of registered businesses | | |
| 1.02 |  | | Number of registered engineers | | |
| 1.03 |  | | Number of unique registered engineers | | |
| 1.04 |  | | Number of operative registrations (inc in-year changes) | | |
|  |  | | **Probationary businesses & new engineer registrations** | | |
| 1.05 |  | | Number of first-time registered engineers | | |
| 1.06 |  | | Number of new businesses accepted on to register | | |
| 1.07 |  | | Number of new businesses - previously registered | | |
| 1.08 |  | | Number of new businesses - new entrants | | |
| 1.09 |  | | Number of new large business registrations (employing 10+ engineers) | | |
|  |  | | **Sanctions** | | |
| 1.10 |  | | Number of business suspensions issued | | |
| 1.11 |  | | Number of engineer suspensions issued | | |
| 1.12 |  | | Number of businesses removed | | |
| 1.13 |  | | Number of engineers removed | | |
| 1.14 |  | | Number of appeals against sanctions | | |
| 1.15 |  | | Number of appeals against sanctions where appeal upheld | | |
| 1.16 |  | | Number of appeals against sanctions where appeal rejected | | |
| 1.17 | |  | | Number of businesses under tightened inspection |
| 1.18 | |  | | Number of businesses required to attend Mandatory Attendance Events |
| 1.19 | |  | | Number of businesses where special conditions are applied |
| 1.20 | |  | | Number of businesses where penalty fees are applied |
| 1.21 | |  | | Number of businesses suspended for individual work categories |
|  | |  | | **Number of suspensions issued by category (more than one may be applied to a single suspension)** |
| 1.22 | |  | | Failure to demonstrate and apply competence |
| 1.23 | |  | | Failure to comply with the Rules of Registration |
| 1.24 | |  | | Failure to rectify defects |
| 1.25 | |  | | Using an unregistered operative |
| 1.26 | |  | | Bringing the Register into disrepute |
| 1.27 | |  | | Failure to hold the relevant certificates of competence for work undertaken |
| 1.28 | |  | | Failure to allow a work inspection |
| 1.29 | |  | | Failure to notify whilst in the probationary period |
| 1.30 | |  | | Failure to comply with any sanction applied |
| 1.31 | |  | | Service of a notice of contravention, IN or PN |
| 1.32 | |  | | Working outside the scope of registered work categories |
| 1.33 | |  | | Aggressive behaviour towards Register staff |
|  | |  | | **Numbers of removals by category (more than one may be applied to a single removal)** |
| 1.34 | |  | | Unsafe gas work |
| 1.35 | |  | | Failure to comply with the Rules of Registration |
| 1.36 | |  | | Bringing the Register into disrepute |
| 1.37 | |  | | Failure to comply with any sanction applied |
| 1.38 | |  | | Prosecution for any gas-related health and safety offence resulting in a custodial or suspended sentence |
| 1.39 | |  | | Failure to pay the appropriate fees |
| 1.40 | |  | | Repeatedly working outside the scope of registered work categories |
| 1.41 | |  | | Aggressive behaviour towards Register staff |
| **2** | **Building Regulations notifications** | | | | |
|  |  | | **Building Regulations notifications** | | |
| 2.01 |  | | Total number of work notifications | | |
| 2.02 |  | | Number of work notifications by phone | | |
| 2.03 |  | | Number of work notifications via the website | | |
| 2.04 |  | | Number of work notifications via third parties | | |
| 2.05 |  | | Total number of duplicate notification certificates requested | | |
| 2.06 |  | | Number of duplicate notification certificates requested by phone | | |
| 2.07 |  | | Number of duplicate notification certificates requested online | | |
| 2.08 |  | | Number of duplicate notification certificates requested by letter | | |
| 2.09 |  | | Number of duplicate notification certificates requested by email | | |
| **3.00** | **Inspections** | | | | |
|  |  | | **Inspection targets** | | |
| 3.01 | SL01 | | Total number of Competency Checks | | |
| 3.02 |  | | Number of Competency Checks - Risk based - low risk | | |
| 3.03 |  | | Number of Competency Checks - Risk based - medium risk | | |
| 3.04 |  | | Number of Competency Checks - Risk based - high risk | | |
| 3.05 |  | | Number of Competency Checks - Risk based - targeted intervention | | |
| 3.06 |  | | Number of Competency Checks - Probationary | | |
| 3.07 |  | | Number of Complaint Inspections | | |
| 3.08 |  | | Number of Competency Checks - Large business | | |
| 3.09 |  | | Number of Complaint Inspections, Illegal Gas Work Investigations and Support Investigations | | |
| 3.10 | SL02 | | Number of businesses unseen since start of SCA | | |
|  |  | | **Probationary Competency Checks** | | |
| 3.11 |  | | % of new entrants (no previous registration) seen within one month | | |
| 3.12 |  | | % of all probationary businesses seen within probationary period (3 months) | | |
| 3.13 |  | | % of businesses with probationary Competency Checks booked to take place within 3 months of registration | | |
| 3.14 |  | | Number of businesses coming off probation this month | | |
| 3.15 |  | | % of probationary businesses with probationary status lifted this month | | |
| 3.16 |  | | Number of probationary businesses suspended for having shown no work in 3-month period | | |
| 3.17 |  | | Average number of probationary Competency Checks prior to probation being lifted per business | | |
| 3.18 |  | | Number of businesses with extended probationary period (inspector request) | | |
| 3.19 |  | | Number of probationary businesses with unsafe (AR/ID) Inspection result | | |
| 3.20 |  | | % of probationary businesses with unsafe (AR/ID) Inspection result | | |
| 3.21 |  | | Number of probationary Competency Checks where highest defect was ID | | |
| 3.22 |  | | Number of probationary Competency Checks where highest defect was AR | | |
| 3.23 |  | | Number of probationary Competency Checks where highest defect was NCS | | |
| 3.24 |  | | Number of probationary businesses suspended for unsafe work | | |
| 3.25 |  | | % of probationary businesses suspended for unsafe work | | |
|  |  | | **Complaints about registrants & Complaint Inspections** | | |
| 3.26 |  | | Number of consumer complaints about registrants | | |
| 3.27 |  | | Number of consumer complaints with no apparent safety issue | | |
| 3.28 |  | | Number of Complaint Inspections visited | | |
| 3.29 | SL03 | | % of Complaint Inspection visits carried out within 10 Working Days of complaint being received | | |
| 3.30 |  | | Number of Complaint Inspection visits where unsafe (AR/ID) Gas Work found | | |
| 3.31 |  | | % of Complaint Inspection visits where unsafe AR/ID Gas Work found | | |
| 3.32 |  | | Number of Complaint Inspections where highest defect was ID | | |
| 3.33 |  | | Number of Complaint Inspections where highest defect was AR | | |
| 3.34 |  | | Number of Complaint Inspections where highest defect was NCS | | |
| 3.35 |  | | Number of Complaint Inspections where NCS or Building Regulations defect found | | |
| 3.36 |  | | % of complaint visits where NCS or Building Regulations defect found | | |
|  |  | | **Risk-based Competency Checks (excludes Complaint Inspections)** | | |
| 3.37 |  | | Total number of risk-based Competency Checks | | |
| 3.38 |  | | Total number of risk-based Competency Checks where unsafe (AR/ID) Gas Work found | | |
| 3.39 |  | | Number of risk-based Competency Checks where unsafe (AR/ID) Gas Work found - Low risk businesses | | |
| 3.40 |  | | Number of risk-based Competency Checks where unsafe (AR/ID) Gas Work found - Medium risk businesses | | |
| 3.41 |  | | Number of risk-based Competency Checks where unsafe (AR/ID) Gas Work found - high risk and targeted businesses | | |
| 3.42 |  | | % of all risk-based Competency Checks where unsafe Gas Work (AR/ID defect) found | | |
| 3.43 |  | | Number of risk-based Competency Checks where highest defect was ID | | |
| 3.44 |  | | Number of risk-based Competency Checks where highest defect was AR | | |
| 3.45 |  | | Number of risk-based Competency Checks where highest defect was NCS | | |
| 3.46 |  | | % of unsafe (AR/ID) defects attributable to the installer on installation visits - BASELINE random sample | | |
| 3.47 |  | | % of unsafe (AR/ID) defects attributable to the installer on risk-based installation Inspections (medium, high and targeted) | | |
| 3.48 |  | | % of failed risk-based service/maintenance Inspections random - BASELINE random sample | | |
| 3.49 |  | | % of failed risk-based service/maintenance Inspections (medium, high and targeted) | | |
|  |  | | **Total Inspection findings (all registered business Inspections - probationary, risk-based, complaint)** | | |
| 3.50 |  | | Number of registered business Inspections (probationary, complaint, risk-based) where highest defect was ID | | |
| 3.51 |  | | Number of registered business Inspections (probationary, complaint, risk-based) where highest defect was AR | | |
| 3.52 |  | | Number of registered business Inspections (probationary, complaint, risk-based) where highest defect was NCS | | |
|  |  | | **Inspection events** | | |
| 3.53 |  | | Number of Competency Check Events | | |
| 3.54 |  | | Number of Competency Check Event attendees | | |
| 3.55 |  | | Number of mandatory attendance events | | |
| 3.56 |  | | Number of mandatory attendance event attendees | | |
| **4.00** | **Illegal Gas Work Inspections and Support Investigations** | | | | |
|  |  | | **Support Investigations** | | |
| 4.01 |  | | Support Investigations: Number of urgent requests | | |
| 4.02 | SL04 | | Support Investigations: % of urgent requests responded to within one hour | | |
| 4.03 | SL05 | | Support Investigations: % of urgent requests actioned within 3 Working Days | | |
| 4.04 |  | | Support Investigations: Number of on-site requests | | |
| 4.05 | SL06 | | Support Investigations: % of on-site request responded to within 24 hours | | |
| 4.06 | SL07 | | Support Investigations: % of on-site request actioned within 10 Working Days | | |
| 4.07 |  | | Number of Inspection credits - support to HSE | | |
| 4.08 |  | | Incident support days | | |
| 4.09 |  | | Investigation support days | | |
| 4.10 |  | | Total number of support requests (HSE, LAs, other) | | |
| 4.11 |  | | Number of requests from HSE | | |
| 4.12 |  | | Number of requests from local authorities | | |
| 4.13 |  | | Number of requests from other enforcement agencies (eg police) | | |
|  |  | | **Illegal Gas Work Investigations** | | |
| 4.14 |  | | Number of contacts logged regarding illegal Gas Work carried out (from consumers, registered engineers & other sources) | | |
| 4.15 |  | | Number of Illegal Gas Work Investigation sites inspected | | |
| 4.16 | SL08 | | % of illegal gas sites visited to conduct an Illegal Gas Work Investigation within 10 Working Days of illegal Gas Work being reported | | |
| 4.17 |  | | Number of quality leads raised for illegal Gas Work | | |
| 4.18 |  | | % of logged contacts resulting in a quality lead | | |
| 4.19 |  | | Number of illegal Gas Work sites found to be ID (will include visits logged previous month) | | |
| 4.20 |  | | Number of cases passed to HSE/other bodies on illegal Gas Work | | |
| 4.21 |  | | Number of Illegal Gas Work Investigations resulting in ‘out of scope’ process being implemented against a registered business | | |
| **5.00** | **Service delivery** | | | | |
|  |  | | **Complaints about service** | | |
| 5.01 |  | | Number of consumer complaints about the service | | |
| 5.02 |  | | Number of justified consumer complaints about the service | | |
| 5.03 |  | | % of consumer complaints against the service responded to within 5 Working Days | | |
| 5.04 |  | | Number of registrant complaints about the service (inc renewal) | | |
| 5.05 |  | | Number of justified registrant complaints about service (inc renewal) | | |
| 5.06 |  | | % of complaints by registered businesses against the service responded to within 5 Working Days | | |
| 5.07 | SL09 | | Total number of justified complaints about the service | | |
| 5.08 | SL10 | | % of all complaints about the service responded to within 5 Working Days | | |
|  |  | | **Contact centre delivery** | | |
| 5.09 |  | | Total number of calls to contact centre | | |
| 5.10 |  | | Total number of telephone calls answered by contact centre | | |
| 5.11 |  | | Number of consumer enquiries received | | |
| 5.12 |  | | Number of Gas Safety Advice Line calls received | | |
| 5.13 |  | | Number of registration calls received | | |
| 5.14 |  | | % of contact centre telephone calls answered by contact centre staff | | |
| 5.15 | SL11 | | % of contact centre telephone calls answered within 60 seconds by contact centre staff | | |
| 5.16 |  | | Average call wait time - contact centre | | |
| 5.17 |  | | Volume of inbound correspondence (email, letter) | | |
| 5.18 |  | | % of inbound correspondence (email, letter) replied to within 5 Working Days | | |
|  |  | | **Technical helpline** | | |
| 5.19 |  | | Number of technical calls received | | |
| 5.20 |  | | Number of technical calls answered | | |
| 5.21 |  | | % of technical calls answered by technical staff | | |
| 5.22 | SL12 | | % of technical calls answered within 180 seconds by technical staff | | |
| 5.23 |  | | Average call wait time - technical helpline | | |
| 5.24 |  | | Volume of inbound technical correspondence (email, letter) | | |
| 5.25 |  | | % of inbound technical correspondence (email, letter) replied to within 5 Working Days | | |
| 5.26 |  | | Number of technical bulletins issued | | |
| 5.27 | SL13 | | % of correspondence (letter & email) responded to within 5 Working Days - combined response target for contact centre and technical | | |
|  |  | | **System delivery** | | |
| 5.28 | SL14 | | Availability of systems and infrastructure (with the exception of scheduled downtime) - Phone lines | | |
| 5.29 | SL15 | | Availability of systems and infrastructure (with the exception of scheduled downtime) - Website | | |
| 5.30 | SL16 | | Availability of systems and infrastructure (with the exception of scheduled downtime) - Database | | |
|  |  | | **Renewals and applications** | | |
| 5.31 |  | | Number of web registration applications | | |
| 5.32 |  | | Number of non-web registration applications | | |
| 5.33 |  | | % of new applications and changes to registration processed within 5 Working Days | | |
| 5.34 |  | | Number of new ID cards issued | | |
| 5.35 |  | | Number of replacement cards issued | | |
| 5.36 |  | | Number of updated cards issued | | |
| 5.37 |  | | % of new, replacement and updated ID cards issued within 5 Working Days | | |
| 5.38 | SL17 | | % of applications, registration changes processed and ID cards issued within 5 Working Days during April to January or 10 Working Days during February & March | | |
| 5.39 |  | | Number of ACS/qualification downloads | | |
| 5.40 |  | | Number of penalty fee charges | | |
| 5.41 |  | | Number of access to standards - 1 year | | |
| 5.42 |  | | Number of access to standards - 3 year | | |
| **6.00** | **Communications, brand management and website services** | | | | |
|  |  | | **Website services** | | |
| 6.01 |  | | Number of visitors to www.gassaferegister.co.uk | | |
| 6.02 |  | | Number of visits to www.gassaferegister.co.uk | | |
| 6.03 |  | | Number of visitors to engineer portal | | |
| 6.04 |  | | Number of visits to engineer portal | | |
| 6.05 |  | | Number of uses of check an installer service | | |
| 6.06 |  | | Number of uses of find an installer service | | |
| 6.07 |  | | Number of uses of check an engineer service | | |
|  |  | | **Communications** | | |
| 6.08 |  | | Brand awareness - unprompted | | |
| 6.09 |  | | Brand awareness - prompted | | |
| 6.10 |  | | Distribution of RGE magazine - number of copies | | |
|  |  | | **Brand management** | | |
| 6.11 |  | | Businesses contacted | | |
| 6.12 |  | | Unregistered businesses | | |
| 6.13 |  | | Brand compliance achieved | | |
| 6.14 |  | | Cases outstanding | | |
| 6.15 |  | | Cases passed to Trading Standards | | |
| 6.16 |  | | Cases escalated to lawyers | | |
| **7.00** | **Data access** | | | | |
|  |  | | **Users** | | |
| 7.01 |  | | Total number of users | | |
| 7.02 |  | | Number of internal users (Provider) | | |
| 7.03 |  | | Number of external users (HSE) | | |
| 7.04 |  | | Number of Registered Business users | | |
| 7.05 |  | | Number of movers | | |
| 7.06 |  | | Number of starters | | |
| 7.07 |  | | Number of leavers | | |
| **8.00** | **Contract management** | | | | |
|  |  | | **Staffing** | | |
| 8.01 |  | | Total staff numbers | | |
| 8.02 |  | | Field inspectors - in post | | |
| 8.03 |  | | Field inspectors – available | | |
|  | |  | |  |
| **9.00** | | **Other reports** | | |
|  | |  | | **Number of businesses by region** |
| 9.01 | |  | | Great Britain (England, Wales, Scotland) |
| 9.02 | |  | | Northern Ireland |
| 9.03 | |  | | Isle of Man |
| 9.04 | |  | | Guernsey |
|  | |  | |  |
|  | |  | | **Number of inspections by region** |
| 9.05 | |  | | Great Britain (England, Wales, Scotland) |
| 9.06 | |  | | Northern Ireland |
| 9.07 | |  | | Isle of Man |
| 9.08 | |  | | Guernsey |
|  | |  | |  |
|  | |  | | **Gas policy reports** |
| 9.09 | |  | | Top 5 defects found during inspections |
|  | |  | |  |
| **10.0** | |  | | **SARs, FOIs** |
|  | |  | |  |
|  | |  | | **Requests for information** |
| 10.01 | |  | | Subject Access Requests (SARs) |
| 10.02 | |  | | SARs responded to in required time |
| 10.03 | |  | | Freedom of Information (FOI) requests |
| 10.04 | |  | | FOI requests responded to in required time |
| 10.05 | |  | | Environmental Information Regulations (EIR) requests |
| 10.06 | |  | | EIR requests responded to in required time |

Annex 2 – Records

1. Records
   1. Pursuant to paragraph 4 of Schedule 11 (Management Information, Reporting and Records) the Provider shall maintain the following records:
      1. The Agreement, its Schedules and all Change Control Notes and other amendments to such documents.
      2. All other documents which this Agreement expressly requires to be prepared.
      3. Records relating to the appointment and succession of the Provider Contract Manager and each member of the Key Personnel.
      4. Notices, reports and other documentation submitted by an expert or mediator.
      5. The Processes and Procedures Register.
      6. Documents prepared by Provider or received by Provider from a third party relating to a Force Majeure Event.
      7. All formal notices, reports or submissions made by Provider to HSE in connection with the provision of Services.
      8. All certificates, licences, registrations or warranties in each case obtained by Provider in relation to the provision of the Services.
      9. Documents prepared by Provider in support of claims for the Charges.
      10. Documents submitted by Provider in accordance with the Change Control Procedure.
      11. Documents submitted by Provider pursuant to invocation by it or HSE of the Dispute Resolution Procedure.
      12. Documents evidencing any change in ownership or any interest in any or all of the shares in Provider and/or the Guarantor.
      13. Invoices and records related to VAT sought to be recovered by the Provider.
      14. Financial records, including audited and unaudited accounts of the Guarantor and Provider.
      15. Records required to be retained by the Provider by Law, including in relation to health and safety matters and health and safety files and all consents.
      16. All documents relating to the insurances to be maintained under the Agreement and any claims made in respect of them.
      17. All journals and audit trail data referred to in Schedule 21 (Security Requirements and Plan).
      18. All other records, notices or certificates required to be produced and/or maintained by the Provider pursuant to this Agreement.

Annex 3 – TRANSPARENCY REPORTS

|  |  |  |  |
| --- | --- | --- | --- |
| TITLE | CONTENT | FORMAT | FREQUENCY |
| *(Performance)* |  |  |  |
| *(Charges)* |  |  |  |
| *(Major sub-contractors)* |  |  |  |
| *(Technical)* |  |  |  |
| *(Performance management)* |  |  |  |

Annex 4 – records to upload to virtual library

| Applicable Clause/ Paragraph | Required Data | Format of Data | Initial Upload Date (subject to availability of the Virtual Library as per Clause 5.1 of Schedule 11) | Update Requirement | Access Permission and Access Event (where applicable) |
| --- | --- | --- | --- | --- | --- |
| Clause 4.3 | Processes and Procedures Register | As appropriate and agreed by HSE | Not less than four weeks prior to the Services Start Date | Regularly and at least annually | HSE |
| Annex 1 of Schedule 14 | Key Personnel | As appropriate and agreed by HSE | Effective Date | On replacement of Key Personnel | HSE |
| Paragraph 2-4 of Schedule 11 | Reports on service performance and monitoring | MI Reporting Template | As set out in Clause 12, Schedule 11 (Management Information, Reporting and Records) and the provisions of Clause 25 (Reporting). | As set out in Clause 12, Schedule 11 (Management Information, Reporting and Records) and the provisions of Clause 25 (Reporting). | HSE |
| Annex 3 of Schedule 21 | Security Management Plan | As appropriate and agreed by HSE | As set out in Schedule 21 (Security Requirements and Plan) | As set out in Schedule 21 (Security Requirements and Plan) | HSE |
| Schedule 21 | Security certificates | As appropriate and agreed by HSE | As set out in Schedule 21 (Security Requirements and Plan) | As set out in Schedule 21 (Security Requirements and Plan) | HSE |
| Clause 36.4.1 | Evidence of Insurances | As appropriate and agreed by HSE | As set out in Clause 36 (Insurances) | As set out in Clause 36 (Insurances) | HSE |
| Schedule 22. | Commercially Sensitive Information | As appropriate and agreed by HSE | Effective Date | Upon Agreement by HSE to vary the information | HSE and/or Auditor |
| Schedule 13 | Notified Key Subcontractors | As appropriate and agreed by HSE | Effective Date | On replacement of key subcontractor | HSE |
| Schedule 13 | Third Party Contracts | As appropriate and agreed by HSE | Effective Date | On appointment of subcontract | HSE |
| Schedule 13. | Notified Key Sub-Contractors | As appropriate and agreed by HSE | Effective Date | With each approved appointment or variation | HSE |
| Paragraph 3.3 of Schedule 11 | Supply chain Transparency Reports | As appropriate and agreed by HSE | Three months after the Effective Date in Contract Year 1. | Every twelve (12) months thirty days prior to the end of the Contract Year | HSE |
| Schedule 12 | Asset Register | As appropriate and agreed by HSE | Operational Services Start Date | Upon Agreement by HSE to vary the information | HSE |
| Schedule 16 | Transition Plan | As appropriate and agreed by HSE | In accordance with Clause 17 (Transition) | In accordance with Clause 17 (Transition) | HSE |
| Clause 58.1.8 | Annual slavery and human trafficking report | As appropriate and agreed by HSE | In accordance with Clause 58 (Prevention of Modern Slavery) | In accordance with Clause 58 (Prevention of Modern Slavery) | HSE |
| Paragraph 4 of Schedule 21 | Risk Register | As appropriate and agreed by HSE | Effective Date | Upon Agreement by HSE to vary the by the Risk Management Board | HSE |
| Paragraph 10 of Schedule 5 | Benchmarking Plan | As appropriate and agreed by HSE | Upon receipt from Benchmarker | Approval of Plan | HSE and Auditor |
| Paragraph 11 of Schedule 5 | Benchmarking report | As appropriate and agreed by HSE | Upon receipt from Benchmarker | Any update | HSE and Auditor |
| Schedule 25. | Financial Indicator Reports | As appropriate and agreed by HSE | As specified in Schedule 25 (Financial Distress) | As specified in Schedule 25 (Financial Distress) | HSE |
| Paragraph 4.3 of Schedule 25. | Financial Distress Remediation Plan | As appropriate and agreed by HSE | As soon as reasonably practicable and in any event within 10 Working Days of initial notification or awareness of a Financial Distress Event | On a regular basis (not less than fortnightly) | HSE |
|  | Financial reports required under this Agreement | As appropriate and agreed by HSE | In accordance with the applicable terms of Clauses 18, 19, Schedule 4 (Charges) and Schedule 5 (Financial Model and Gain Share) | In accordance with the applicable terms of Clauses 18, 19, Schedule 4 (Charges) and Schedule 5 (Financial Model and Gain Share) | HSE |
| Annex 1 of Schedule 10 | Representation and Structure of boards | As appropriate and agreed by HSE | Within 7 days of receipt of intention, or in the case of a non-HSE board member agreement by HSE | - | HSE |
| Annex 1 of Schedule 10 | Minutes of governance meetings (all boards) | As appropriate and agreed by HSE | Within 7 days of receipt from chairperson | - | HSE |
|  | Impact Assessment Estimate | As appropriate and agreed by HSE | Within 10 Working Days of date of receiving change request. | - | HSE |
| Paragraph 3 of Schedule 6 | Update full copy of the Agreement and copy of annotated version illustrating changes | As appropriate and agreed by HSE | Signature of Change Control Note | Any variation | HSE |
| Annex 1 of Schedule 6. | Change Control Notes | As appropriate and agreed by HSE | In accordance with Schedule 6 (Change Control Procedure) | In accordance with Schedule 6 (Change Control Procedure) | HSE |
| Paragraph 2.4 of Schedule 19. | Dispute Notice | As appropriate and agreed by HSE | In accordance with Schedule 19 (Dispute Resolution) | In accordance with Schedule 19 (Dispute Resolution) | HSE |
| Paragraph 2 of Schedule 12 | Register of All HSE Assets, configuration database etc. in accordance with paragraph 2.1 of Schedule 12 (Exit Management) | As appropriate and agreed by HSE | Within 3 months of the Effective Date | Any variation and in accordance with Schedule 12 (Exit Management) | HSE and its potential Replacement Providers |
| N/a | Exit Information | As appropriate and agreed by HSE | On reasonable notice given by HSE at any point during the Term | Within 10 Working Days of HSE’s written request | HSE and its potential Replacement Providers |
| Paragraph 4 of Schedule 12 | Exit Plan | As appropriate and agreed by HSE | Within 3 months of the Effective Date | In the first month of each Contract Year; and  Within 14 days if requested by HSE following a Financial Distress Event  Within 20 days after service of Termination Notice or 6 months prior to expiry of the Agreement | HSE |
| Paragraph 5.1 of Schedule 12 | Provide up to date exit-related information during the Termination Assistance Period | As appropriate and agreed by HSE | As requested by HSE | As appropriate |  |
| Paragraph 7.2 of Schedule 12. | HSE Data (handback) | As appropriate and agreed by HSE | At the end of the Termination Assistance Period | - | HSE |
| Paragraph 7 of Schedule 12. | Termination Assistance supporting documentation and knowledge transfer material | As appropriate and agreed by HSE | As specified in the Termination Assistance Notice and in any event prior to the end of the Termination Assistance Period | As specified in the Termination Assistance Notice or otherwise requested by HSE | - |
| Paragraph 1 of Schedule 15 | Service Continuity Plan | As appropriate and agreed by HSE | Within 40 Working Days from the Effective Date | In accordance with Schedule 15 | HSE |
| Paragraph 6.2 of Schedule 15 | Service Continuity Plan Review Report | As appropriate and agreed by HSE | Within 20 Working Days of the conclusion of each review of the Service Continuity Plan. | - | - |
| Paragraph 10 of Schedule 15 | Corporate Resolution Planning Information | As appropriate and agreed by HSE | [ ] | [ ] | HSE |
| Paragraph 8 of Schedule 15 | Board Confirmation | As appropriate and agreed by HSE | Within 120 days of the first Accounting Reference Date to occur | Within 15 months of the previous Board Confirmation provided or within 120 days after each Accounting Reference Date (whichever is the earlier) | HSE |
| Paragraph 1.1 of Part E of Schedule 9 | Provider’s Provisional Provider Personnel List and, Staffing Information | As appropriate and agreed by HSE | [ ] | At such intervals as are reasonably requested by HSE | HSE |
| Paragraph 1.2 of Part E of Schedule 9 | Provider's Final Provider Personnel List | As appropriate and agreed by HSE | At least 20 Working Days prior to the Service Transfer Date | Upon any material change to the list of employees | HSE and, at the discretion of HSE, the Replacement Provider and/or any Replacement Subcontractor |
| Part E, Paragraph 1.6 of Schedule 9 | Information relating to the manner in which the services are organised | As appropriate and agreed by HSE | Within 20 Working Days of written request from HSE | - | HSE |
| Part E, Paragraph 1.7 of Schedule 9 | Payroll and benefits information | As appropriate and agreed by HSE | Within 5 Working Days following the Service Transfer Date | - | HSE, any Replacement Provider and/or Replacement Sub-contractor |
| Clause 32.2.5 | Reports on Data Subject Access Requests | As appropriate and agreed by HSE | As agreed with HSE | As agreed with HSE | HSE and Provider |
| Schedule 11, Paragraph 1.1 | Competency Check Regime Review Report | As appropriate and agreed by HSE | Services Start Date + 12 months | N/A | HSE |
| Schedule 1, Paragraph 1.3 | Concordat | As appropriate and agreed by HSE | Services Start Date | As amended from time to time | HSE |
| Schedule 11, Paragraph 1.1 | Rules of Registration | As appropriate and agreed by HSE | Services Start Date | Annually | HSE |
| Schedule 11, Paragraph 1.1 | Contract Management Plan | As appropriate and agreed by HSE | Services Start Date | As amended from time to time | HSE |

Annex 5 – SUPPLY CHAIN TRANSPARENCY INFORMATION TEMPLATE

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Financial Year 20[ ] | | | |
| Under this Agreement | | Provider as a whole | |
| £ | % | £ | % |
| Estimated total contract revenue (£) to be received in this Financial Year | £[ ] | 100% | £[ ] | 100% |
| Total value of Sub-contracted revenues (£) in this Financial Year | £[ ] | [ ] | £[ ] | [ ] |
| Total value of Sub-contracted revenues to SMEs (£) in this Financial Year | £[ ] | [ ] | £[ ] | [ ] |
| Total value of Sub-contracted revenues to VCSEs (£) in this Financial Year | £[ ] | [ ] | £[ ] | [ ] |

SCHEDULE 12: Exit Management

Operative Provisions

1. Introduction
   1. This Schedule 12 describes provisions that should be included in the Exit Plan, the duties and responsibilities of the Provider to HSE leading up to and covering the termination or expiry of all or part of this Agreement and the transfer of service provision to HSE and/or a Replacement Provider.
   2. The objectives of the exit planning and service transfer arrangements are to ensure a smooth transition of the operation of the gas registration scheme from the Provider to HSE and/or a Replacement Provider on termination or expiry of all or part of this Agreement.
2. Obligations during the Term to facilitate exit
   1. During the Term, the Provider shall (without prejudice to its other obligations and responsibilities under the Agreement):
      1. maintain a complete list of HSE Assets for the purposes of Schedule 18 (Assets);
      2. maintain the lists of Third-Party Contracts in Schedule 13 (Third-Party Contracts);
      3. maintain the list of APIs in Schedule 20 (IT Requirements);
      4. create and maintain a fully annotated data model as required by Schedule 20 (IT Requirements);
      5. create and maintain a configuration database detailing the Services Assets, technical infrastructure and operating procedures through which the Provider provides the Services, which shall contain sufficient detail to permit HSE and/or Replacement Provider to understand how the Provider provides the Services and to enable the smooth transition of the Services with the minimum of disruption;
      6. agree the format of the above lists and model and configuration database with HSE as part of the process of agreeing the Exit Plan; and
      7. at all times keep the lists and model and configuration database up to date, in particular in the event that Assets, Sub-Contracts or other relevant agreements are added to or removed from the Services. Each update shall be submitted to HSE for Approval, and once Approved, shall be substituted for the previous version, and the relevant Schedule shall be amended accordingly through the Change Control Procedure.
   2. The Provider shall procure that all Exclusive Assets listed in the lists and configuration database referred to in paragraph 2.1 are clearly marked to identify that they are exclusively used for the provision of the Services under this Agreement.
   3. The Provider shall (unless otherwise agreed by HSE in writing) procure that all licences for Third Party IPR and all Sub-Contracts and all other relevant agreements referred to in paragraph 2.1.2 shall be assigned and/or novated at the request of HSE to HSE (and/or its nominee) and/or any Replacement Provider upon the Provider ceasing to provide the Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by HSE.
   4. Where the Provider is unable to procure that any Sub-Contract or other agreement referred to in paragraph 2.2 of this Schedule 12 which the Provider proposes to enter into after the Effective Date is assignable and/or capable of novation to HSE (and/or its nominee) and/or any Replacement Provider without restriction or payment, the Provider shall promptly notify HSE of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where HSE so directs, may include the Provider seeking an alternative Sub-Contractor or provider of Services to which the relevant agreement relates.
   5. Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Schedule 12 and provide written notification of such appointment to the other Party within three (3) months of the Effective Date. The Provider's Exit Manager shall be responsible for ensuring that the Provider and its Provider Personnel comply with this Schedule 12. The Provider shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Provider as are reasonably necessary to enable the Provider to comply with the requirements set out in this Schedule 12. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Agreement and all matters connected with this Schedule 12 and each Party's compliance with it.
3. Obligations to assist on retendering of Services
   1. On reasonable notice at any point during the Term, the Provider shall provide to HSE and/or its potential Replacement Providers (subject to the potential Replacement Providers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by HSE of any invitation to tender and/or to facilitate any potential Replacement Providers undertaking due diligence:
      1. details of the Service(s);
      2. a copy of the lists, models and configuration databases listed in paragraphs 2.1.1 to 2.1.5, updated by the Provider up to the date of delivery of such lists;
      3. an inventory of HSE Data in the Provider's possession or control;
      4. details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;
      5. a list of ongoing and/or threatened disputes in relation to the provision of the Services;
      6. all information relating to Transferring Provider Employees or those who may be Transferring Provider Employees required to be provided by the Provider under this Agreement such information to include the Staffing Information as defined in Schedule 9 (Staff Transfer); and
      7. such other material and information as HSE shall reasonably require,

(together, the “Exit Information”).

* 1. The Provider acknowledges that HSE may disclose the Provider's Confidential Information to an actual or prospective Replacement Provider or any third party whom HSE is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that HSE may not under this paragraph 3.2 of this Schedule 12 disclose any Provider’s Confidential Information which is information relating to the Provider’s or its Sub-Contractors’ prices or costs).
  2. The Provider shall:
     1. notify HSE within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Services and shall consult with HSE regarding such proposed material changes; and
     2. provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from HSE.
  3. The Provider may charge HSE for its reasonable additional costs to the extent HSE requests more than four (4) updates in any six (6) month period.
  4. The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Provider shall be such as would be reasonably necessary to enable a third party to:
     1. prepare an informed offer for those Services; and
     2. not be disadvantaged in any subsequent procurement process compared to the Provider (if the Provider is invited to participate).
  5. HSE may require the Provider to enter into the Ethical Wall Agreement at any point during a re-tendering or contemplated re-tendering of the Services or any part of the Services. If required to enter into the Ethical Wall Agreement, the Provider will return a signed copy of the Ethical Wall Agreement within 10 Working Days of receipt. The Provider's costs of entering into the Ethical Wall Agreement will be borne solely by the Provider.

1. Exit Plan
   1. The Provider shall, within three (3) months after the Effective Date, deliver to HSE an exit plan (“Exit Plan”) which:
      1. sets out the Provider's proposed methodology for achieving an orderly transition from the provision of the Services by the Provider to the provision of services that are the same or substantially similar by HSE and/or its Replacement Provider (“the Services Handover”) on the expiry, termination or Partial Termination of this Agreement;
      2. complies with the requirements set out in paragraph 4.3 of this Schedule 12;
      3. is otherwise reasonably satisfactory to HSE.
   2. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure in Schedule 19 (Dispute Resolution).
   3. Unless otherwise specified by HSE, the Exit Plan shall set out, as a minimum:
      1. how the Exit Information is obtained;
      2. separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Provider may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Provider of all such reasonable assistance as HSE shall require to enable HSE or its sub-contractors to provide the Services;
      3. a mechanism for dealing with Partial Termination on the assumption that the Provider will continue to provide the remaining Services under this Agreement;
      4. the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;
      5. the management structure to be employed during the Termination Assistance Period;
      6. a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;
      7. how the Services will transfer to the Replacement Provider and/or HSE, including details of the processes, documentation, data transfer, systems migration, security and the segregation of HSE's technology components from any technology components operated by the Provider or its Sub-Contractors (where applicable);
      8. details of the contracts and licences which will be available for assignment or novation to HSE and/or the Replacement Provider upon the Expiry Date (or upon termination of this Agreement) and proposals to effect such assignment or novation;
      9. proposals for the training of key members of the Replacement Provider’s personnel in connection with the continuation of the provision of the Services following the Expiry Date charged at rates agreed between the Parties at that time;
      10. proposals for providing HSE or a Replacement Provider with copies of all documentation:
          1. used in the provision of the Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the Provider; and
          2. relating to the use and operation of the Services;
      11. proposals for the identification and return of all HSE property in the possession of and/or control of the Provider or any third party (including any Sub-Contractor);
      12. proposals for the disposal of any redundant Services and materials;
      13. procedures to:
          1. deal with requests made by HSE and/or a Replacement Provider for Staffing Information pursuant to Schedule 9 (Staff Transfer);
          2. determine which Provider Personnel are or are likely to become Transferring Provider Employees; and
          3. identify or develop any measures for the purpose of the Employment Regulations envisaged in respect of Transferring Provider Employees;
      14. how each of the issues set out in this Schedule 12 will be addressed to facilitate the Services Handover with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period; and
      15. proposals for the supply of any other information or assistance reasonably required by HSE or a Replacement Provider in order to effect the transition referred to in paragraph 4.1.1 in an orderly manner.
   4. The Parties acknowledge that the migration of the Services from the Provider to the HSE and/or its Replacement Provider may (if required by HSE) be phased, such that certain of the Services are handed over before others.
   5. The Provider shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Schedule in the first month of each Contract Year (commencing with the second Contract Year) and if requested by HSE following the occurrence of a Financial Distress Event, within 14 days of such request, to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update, the Provider shall submit the revised Exit Plan to HSE for review. Within 20 Working Days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that 20 Working Day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.
   6. Within 20 Working Days after service of a Termination Notice by either Party or 6 months prior to the expiry of this Agreement, the Provider will submit for HSE's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.
   7. The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Working Days following its delivery to HSE then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the Provider shall provide the Termination Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).
2. Termination Assistance
   1. Without prejudice to the Provider's other obligations and responsibilities under this Schedule and the Exit Plan, HSE shall be entitled to require the provision of Termination Assistance at any time during the Term by giving written notice to the Provider (a **"Termination Assistance Notice"**) at least four (4) months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
      1. the date from which Termination Assistance is required;
      2. the nature of the Termination Assistance required; and
      3. the period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) months after the date that the Provider ceases to provide the Services.
   2. HSE shall have an option to extend the Termination Assistance Period beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than six (6) months after the date the Provider ceases to provide the Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Provider to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. HSE shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Provider to such effect.
3. Termination Assistance Period
   1. Throughout the Termination Assistance Period, or such shorter period as HSE may require, the Provider shall:
      1. continue to provide the Services (as applicable up to the end of the Term) and, if required by HSE pursuant to paragraph 5.1 of this Schedule 12, provide the Termination Assistance;
      2. in addition to the Termination Assistance, provide to HSE any reasonable assistance requested by HSE to allow the provision of services the same as or substantially similar to the Services to continue without interruption following the termination or expiry of this Agreement;
      3. use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 6.1.2 of this Schedule 12 without additional costs to HSE;
      4. provide the Termination Assistance at no detriment to the Service Level Performance Measures, save to the extent that the Parties agree otherwise in accordance with paragraph 6.3; and
      5. at HSE's request and on reasonable notice, deliver up-to-date copies of the lists, models and configuration databases listed in paragraphs 2.1.1 to 2.1.5 to HSE.
   2. Without prejudice to the Provider’s obligations under paragraph 6.1.3 of this Schedule 12, if it is not possible for the Provider to use or reallocate resources assigned to the Services to provide such Termination Assistance and other reasonable assistance as is referred to in paragraph 6.1.2 of this Schedule 12 without additional costs to HSE, any agreed additional costs incurred by the Provider in providing such Termination Assistance and reasonable assistance shall be chargeable and subject to the Change Control Procedure.
   3. If the Provider demonstrates to HSE's reasonable satisfaction that the Services Handover and provision of the Termination Assistance during the Termination Assistance Period will have a material, unavoidable adverse effect on the Provider's ability to meet one or more particular Service Level Performance Measure(s), the Parties shall vary the relevant Service Level Performance Measure(s) and/or the applicable Service Credits to take account of such adverse effect.
4. Termination obligations
   1. The Provider shall comply with all of its obligations contained in the Exit Plan and with its obligations relating to expiry and termination including those set out in Clauses 14 and 30.
   2. Upon (a) termination or expiry (as the case may be); or (b) (if later and applicable) the expiry of the Termination Assistance Period (or earlier if this does not adversely affect the Provider's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule 12), the Provider shall in respect of the Services that have been terminated:
      1. cease to use HSE Data and HSE Existing IPR;
      2. provide HSE and/or the Replacement Provider with a complete and uncorrupted version of HSE Data in electronic form (or such other format as reasonably required by HSE);
      3. erase from any computers, storage devices and storage media that are to be retained by the Provider after the end of the Termination Assistance Period all HSE Data and material to which HSE Existing IPR relate and promptly certify to HSE that it has completed such deletion;
      4. deliver or return to HSE such of the following as is in the Provider's possession or control:
         1. all materials to which New IPR relates;
         2. any equipment which belongs to HSE;
         3. any items that have been on-charged to HSE, such as consumables; and
      5. vacate any HSE premises (if applicable);
      6. remove the Provider Equipment together with any other materials used by the Provider to supply the Services and shall leave any HSE premises (if applicable) in a clean, safe and tidy condition. The Provider is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Provider and/or any Provider Personnel;
      7. provide access during normal working hours to HSE and/or the Replacement Provider for up to twelve (12) months after Partial Termination, expiry or termination to:
         1. such information relating to the Services as remains in the possession or control of the Provider; and
         2. such members of the Provider Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Provider, provided that HSE and/or the Replacement Provider shall pay the reasonable costs of the Provider actually incurred in responding to requests for access under this paragraph.
   3. Upon (a) Partial Termination, termination or expiry (as the case may be) or (b) (if later and applicable) the expiry of the Termination Assistance Period (or earlier if this does not adversely affect the Provider's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule 12), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes.
   4. Except where this Agreement provides otherwise, all licences, leases and authorisations granted by HSE to the Provider in relation to the terminated Services shall be terminated with effect from the end of the Termination Assistance Period.
5. Assets and Sub-Contracts
   1. Following any notice of termination or Partial Termination of this Agreement and during the Termination Assistance Period, the Provider shall not, in respect of the terminated Services, without HSE's prior written consent which will not be unreasonably withheld:
      1. terminate, enter into or vary any Sub-Contract; or
      2. (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Services Assets or acquire any new Services Assets; or
      3. terminate, enter into or vary any licence for software in connection with the provision of Services.
   2. Within twenty (20) Working Days of receipt of the up-to-date lists, models and configuration databases provided by the Provider pursuant to paragraph 6.1.5 of this Schedule 12, HSE shall provide written notice to the Provider setting out:
      1. which, if any, of the HSE Assets HSE requires to be transferred to HSE and/or the Replacement Provider;
      2. which, if any, of the Transferable Assets HSE requires to be transferred to HSE and/or the Replacement Provider in respect of the terminated Services (**"Transferring Assets"**);
      3. which, if any, of:
         1. the Exclusive Assets that are not Transferable Assets; and
         2. the Non-Exclusive Assets,

HSE and/or the Replacement Provider requires the continued use of; and

* + 1. which, if any, of the Transferable Contracts HSE requires to be assigned or novated to HSE and/or the Replacement Provider (the **“Transferring Contracts”**),

in order for HSE and/or its Replacement Provider to provide Services the same as or substantially similar to the Services from the expiry of the Termination Assistance Period. Where requested by HSE and/or its Replacement Provider, the Provider shall provide all reasonable assistance to HSE and/or its Replacement Provider to enable it to determine which Services Assets and Contracts HSE and/or its Replacement Provider requires to provide services the same or substantially similar to the Services or the Replacement Services. Where requested by the Provider, HSE and/or its Replacement Provider shall discuss in good faith with the Provider which Transferable Contracts are used by the Provider in matters unconnected to the Services or the Replacement Services.

* 1. With effect from (a) termination or expiry or (b) (if later and applicable) the expiry of the Termination Assistance Period (or earlier if this does not adversely affect the Provider's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule 12) the Provider shall:
     1. deliver the HSE Assets as specified pursuant to paragraph 8.2.1 to HSE and/or its nominated Replacement Provider at no cost; and
     2. the Provider shall sell the Transferring Assets to HSE and/or its nominated Replacement Provider for a consideration equal to their Net Book Value, except where:
        1. a payment is payable by HSE to the Provider as a result of termination of the Agreement in accordance with the terms of Clause 43 (Consequences of Termination or Expiry), in which case, payment for such Transferring Assets shall be deemed to be included within such payment; or
        2. the cost of the Transferring Asset has been partially or fully paid for through the Charges at the time of expiry or termination of this Agreement, in which case HSE shall pay the Provider the Net Book Value of the Transferring Asset less the amount already paid through the Charges.
  2. Risk in the Transferring Assets shall pass to HSE or the Replacement Provider (as appropriate) with effect from the date they are delivered to or otherwise enter into the possession of HSE or the Replacement Provider (as appropriate) or at the end of the Termination Assistance Period (whichever is earlier), and title to the Transferring Assets shall pass to HSE or the Replacement Provider (as appropriate) on payment (or deemed payment) for the same.
  3. Where the Provider is notified in accordance with paragraph 8.2.3 that HSE and/or the Replacement Provider requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Provider shall as soon as reasonably practicable:
     1. procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by HSE) for HSE and/or the Replacement Provider to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
     2. procure a suitable alternative to such assets and HSE or the Replacement Provider shall bear the reasonable proven costs of procuring the same.
  4. The Provider shall as soon as reasonably practicable assign or procure the novation to HSE and/or the Replacement Provider of the Transferring Contracts. The Provider shall execute such documents and provide such other assistance as HSE reasonably requires to effect this novation or assignment.
  5. HSE shall:
     1. accept assignments from the Provider or join with the Provider in procuring a novation of each Transferring Contract; and
     2. once a Transferring Contract is novated or assigned to HSE and/or the Replacement Provider, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Provider does the same.
  6. The Provider shall hold any Transferring Contracts on trust for HSE until such time as the transfer of the relevant Transferring Contract to HSE and/or the Replacement Provider has been effected.
  7. The Provider shall indemnify HSE (and/or the Replacement Provider, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to HSE (and/or Replacement Provider) pursuant to paragraph 8.4 of this Schedule 12 both:
     1. in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract; and
     2. in relation to any matters arising after the date of assignment or novation of such Transferring Contract where the loss, liability or cost arises as a result of the Provider's failure to comply with Clause 30 (Intellectual Property Rights and Brand Marketing).

1. Provider personnel
   1. HSE and Provider agree and acknowledge that in the event of the Provider ceasing to provide the Services or part of them for any reason, Schedule 9 (Staff Transfer) shall apply.
   2. The Provider shall not and shall procure that any relevant Sub-Contractor shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) without the prior written consent of HSE to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to HSE and/or the Replacement Provider and/or Replacement Sub-Contractor.
   3. During the Termination Assistance Period, the Provider shall and shall procure that any relevant Sub-Contractor shall:
      1. give HSE and/or the Replacement Provider and/or Replacement Sub-Contractor reasonable access to the Provider's personnel and/or their consultation representatives to present the case for transferring their employment to HSE and/or the Replacement Provider and/or to discuss or consult on any measures envisaged by HSE, Replacement Provider and/or Replacement Sub-Contractor in respect of persons expected to be Transferring Provider Employees;
      2. co-operate with HSE and the Replacement Provider to ensure an effective consultation process and smooth transfer in respect of Transferring Provider Employees in line with good employee relations and the effective continuity of the Services.
   4. The Provider shall immediately notify HSE or, at the direction of HSE, the Replacement Provider of any period of notice given by the Provider or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.
   5. The Provider shall not for a period of twelve (12) months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-Contractors whose employment or engagement is transferred to HSE and/or the Replacement Provider (unless otherwise instructed by HSE (acting reasonably) or where the employee applies in response to a public advertisement of a vacancy and to suppliers or Sub-contractors for purposes other than the Register).
2. Charges
   1. Except as otherwise expressly specified in this Agreement, the Provider shall not make any charges for the services provided by the Provider pursuant to, and HSE shall not be obliged to pay for costs incurred by the Provider in relation to its compliance with, this Schedule 12 including the preparation and implementation of the Exit Plan, the Termination Assistance and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.
3. Apportionments
   1. All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments or receivables in respect of the HSE Assets and Transferring Contracts shall be apportioned between HSE and the Provider and/or the Replacement Provider and the Provider (as applicable) as follows:
      1. the amounts shall be annualised and divided by 365 to reach a daily rate;
      2. HSE shall be responsible for (or shall procure that the Replacement Provider shall be responsible for) or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
      3. the Provider shall be responsible for or entitled to (as the case may be) the rest of the invoice.
   2. Each Party shall pay (and/or HSE shall procure that the Replacement Provider shall pay) any monies due under paragraph 11.1 of this Schedule 12 as soon as reasonably practicable.

12/08/2013

SCHEDULE 13: Third-Party Contracts

1. Purpose and effect
   1. This Schedule 13 sets out a list of:
      1. Retained Contracts; and
      2. Contracts entered into by the Provider for the purposes of performing its obligations under this Agreement and material to the provision of the Services including Sub-Contracts.
   2. The Provider agrees to keep Tables 1 and 2 of this Schedule 13 updated throughout the Term and this Schedule shall be amended accordingly through the Change Control Procedure.
2. Retained Contracts
   1. Table 1 lists Retained Contracts.

**Table 1** Retained Contracts

| **Sub-Contractor** | **Service** | **Extent of Service Delivery** | **Duration** |
| --- | --- | --- | --- |
| REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED |

1. Provider Third-Party Contracts
   1. Table 2 lists those contracts entered into by the Provider for the purposes of performing its obligations under this Agreement and material to the provision of the Services including Sub-Contracts.

**Table 2** Provider Sub-Contracts

| **Contractor/Sub-Contractor** | **Service** | **Extent of Service Delivery** | **Duration** |
| --- | --- | --- | --- |
| REDACTED | REDACTED | REDACTED | REDACTED |

**Table 3** Provider Key Sub-Contracts

| **Contractor/Sub-Contractor** | **Service** | **Extent of Service Delivery** | **Duration** |
| --- | --- | --- | --- |
| REDACTED | REDACTED | REDACTED | REDACTED |

SCHEDULE 14: Key Personnel

1. Purpose and effect
   1. Annex 1 to this Schedule 14 sets out the Key Personnel appointed by the Provider to fulfil the Key Roles. Where names of Key Personnel have not been populated in Annex 1 by the Services Start Date, the Provider must ensure that such names are provided within 30 days of the Services Start Date in accordance with paragraph 1.2.
   2. The Provider agrees to keep Annex 1 of this Schedule 14 updated throughout the Term and this Schedule shall be amended accordingly through the Change Control Procedure.

Annex 1 – Key Roles and Key Personnel

| **Proposed role** | **Nature and purpose of the role** | **Period of responsibility** | **Name** |
| --- | --- | --- | --- |
| Contract Manager / Managing Director | Overall responsibility for transition and service delivery | Transition and subsequent Term | REDACTED |
| Service operations  (Director of Gas Safe Services) | Management of service delivery, inc marketing, contact centre, complaints  Set up and transition, and ongoing operation | Transition and subsequent Term | TBD |
| Business & Improvement Director | Business improvement, IT and data management, risk and compliance, marketing and supply chain management | Transition and subsequent Term | TBD |
| Finance  (Director of Finance) | Management of financial transition  Financial oversight during operation  Responsible for Management Information, Resource Management and Compliance | Transition and subsequent Term | REDACTED |
| Transition management | Responsibility for managing service transition | Transition only | REDACTED |
| IT – Technical Architect | System design | Transition only | REDACTED |
| IT – Data Analyst | Manage data transfer  Data management during operation | Transition and subsequent Term | REDACTED |
| IT – Technical Project Manager  (IT Service Delivery Manager) | Project manage IT including system design and data transfer  System management during operation | Transition and subsequent Term | TBD |
| Field operations  (Head of Field Operations) | Management of field inspectorate and delivery of Inspection targets  Responsible for the technical helpline and scheduling team | Term | TBD |
| SME Champion REDACTED | To facilitate and engage with SMEs on the register | Term | TBD |

SCHEDULE 15: Service Continuity Plan and Corporate Resolution Planning

Part A: Service Continuity Plan

1. Service Continuity Plan
   1. Within 30 Working Days from the Effective Date the Provider shall prepare and deliver to HSE for HSE’s written approval a plan (the Service Continuity Plan) in draft, which shall detail the processes and arrangements that the Provider shall follow to:
      1. ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services, (including where caused by an Insolvency Event of the Provider, any Key Sub-Contractor and/or any Provider Affiliate); and
      2. the recovery of the Services in the event of a Disaster.
   2. The Service Continuity Plan shall:
      1. be divided into four parts:
         1. Part A which shall set out general principles applicable to the Service Continuity Plan;
         2. Part B which shall relate to business continuity (the **“Business Continuity Plan”**); and
         3. Part C which shall relate to disaster recovery (the **“Disaster Recovery Plan”**); and
         4. Part D which shall relate to an Insolvency Event of the Provider, any Key Sub-Contractors and/or any Provider Affiliate (the **“Insolvency Continuity Plan”**); and
      2. unless otherwise required by HSE in writing, be based upon and be consistent with the provisions of paragraphs 2, 3, 4 and 5.
   3. Following receipt of the draft Service Continuity Plan from the Provider, HSE shall:
      1. review and comment on the draft Service Continuity Plan as soon as reasonably practicable; and
      2. notify the Provider in writing that it approves or rejects the draft Service Continuity Plan no later than twenty (20) Working Days after the date on which the draft Service Continuity Plan is first delivered to HSE.
   4. If HSE rejects the draft Service Continuity Plan:
      1. HSE shall inform the Provider in writing of its reasons for its rejection; and
      2. the Provider shall then revise the draft Service Continuity Plan (taking reasonable account of HSE’s comments) and shall re-submit a revised draft Service Continuity Plan to HSE for HSE's approval within twenty (20) Working Days of the date of HSE’s notice of rejection. The provisions of [paragraph](http://uk.practicallaw.com/0-202-4551?q=outsourcing#a372155)s 1.3 and 1.4 of this Schedule 15 shall apply again to any resubmitted draft Service Continuity Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
   5. Until the Service Continuity Plan to be delivered by the Provider pursuant to paragraph 1.1 has been approved by HSE, the Provider shall comply with the plan entitled [Gas\_Safe\_Register\_Business\_Continuity\_Plan\_3\_0 Aug 2024.pdf .
2. Part A of the Service Continuity Plan and General Principles and Requirements
   1. Part A of the Service Continuity Plan shall:
      1. set out how the business continuity, disaster recovery and insolvency continuity elements of the Service Continuity Plan link to each other;
      2. provide details of how the invocation of any element of the Service Continuity Plan may impact upon the operation of the provision of the Services and any services provided to HSE by a Related Provider;
      3. contain an obligation upon the Provider to liaise with HSE and (at HSE’s request) any Related Providers with respect to issues concerning business continuity, disaster recovery and insolvency continuity where applicable;
      4. detail how the Service Continuity Plan links and interoperates with any overarching and/or connected disaster recovery, business continuity and/or insolvency continuity plan of HSE and any of its other Related Provider in each case as notified to the Provider by HSE from time to time;
      5. contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by HSE;
      6. contain a risk analysis, including:
         1. failure or disruption scenarios and assessments and estimates of frequency of occurrence;
         2. identification of any single points of failure within the provision of Services and processes for managing the risks arising therefrom;
         3. identification of risks arising from the interaction of the provision of Services and with the services provided by a Related Provider;
         4. identification of risks arising from an Insolvency Event of the Provider, any Key Sub-Contractors and/or Provider Affiliate; and
         5. a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
      7. provide for documentation of processes, including business processes, and procedures;
      8. set out key contact details (including roles and responsibilities) for the Provider (and any Sub-Contractors) and for HSE;
      9. identify the procedures for reverting to “normal service”;
      10. set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than the accepted amount of data loss and to preserve data integrity;
      11. identify the responsibilities (if any) that HSE has agreed it will assume in the event of the invocation of the Service Continuity Plan; and
      12. provide for the provision of technical advice and assistance to key contacts at HSE as notified by HSE from time to time to inform decisions in support of HSE’s business continuity plans.
   2. The Service Continuity Plan shall be designed so as to ensure that:
      1. the Services are provided in accordance with this Agreement at all times during and after the invocation of the Service Continuity Plan;
      2. the adverse impact of any Disaster, service failure, an Insolvency Event of the Provider, any Key Sub-Contractor and/or any Provider Affiliate or disruption on the operations of HSE is minimal as far as reasonably possible;
      3. it complies with the relevant provisions of ISO/IEC 22301 and all other industry standards from time to time in force; and
      4. there is a process for the management of disaster recovery testing detailed in the Service Continuity Plan.
   3. The Service Continuity Plan shall be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the provision of Services, and/or changes to the Provider Group structure.
   4. The Provider shall not be entitled to any relief from its obligations under the Service Levels or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Provider of this Agreement.
3. Business Continuity Plan – Principles and Contents
   1. The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the provision of Services remain supported and to ensure continuity of the business operations supported by the Services including, unless HSE expressly states otherwise in writing:
      1. the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Services; and
      2. the steps to be taken by the Provider upon resumption of the provision of Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.
   2. The Business Continuity Plan shall:
      1. address the various possible levels of failures of or disruptions to the provision of Services;
      2. set out the Services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such Services and steps, the “**Business Continuity Services**”);
      3. specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Services during any period of invocation of the Business Continuity Plan; and
      4. clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.
4. Disaster Recovery Plan – Principles and Contents
   1. The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Provider ensures continuity of the business operations of HSE supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
   2. The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.
   3. The Disaster Recovery Plan shall include the following:
      1. the technical design and build specification of the Disaster Recovery System;
      2. details of the procedures and processes to be put in place by the Provider in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:
         1. data centre and disaster recovery site audits;
         2. backup methodology and details of the Provider's approach to data back-up and data verification;
         3. identification of all potential disaster scenarios;
         4. risk analysis;
         5. documentation of processes and procedures;
         6. hardware configuration details;
         7. network planning including details of all relevant data networks and communication links;
         8. invocation rules;
         9. Service recovery procedures; and
         10. steps to be taken upon resumption of the provision of Services to address any prevailing effect of the failure or disruption of the provision of Services;
      3. any applicable Service Levels with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Services during any period of invocation of the Disaster Recovery Plan;
      4. details of how the Provider shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
      5. access controls to any disaster recovery sites used by the Provider in relation to its obligations pursuant to this Schedule 15; and
      6. testing and management arrangements.
5. Insolvency Continuity Plan – Principles and Contents
   1. The Insolvency Continuity Plan shall be designed by the Provider to permit continuity of the business operations of HSE supported by the Services through continued provision of the Services following an Insolvency Event of the Provider, any Key Sub-Contractor and/or any Provider Affiliate with, as far as reasonably possible, minimal adverse impact.
   2. The Insolvency Continuity Plan shall include the following:
      1. communication strategies which are designed to minimise the potential disruption to the provision of the Services, including key contact details in respect of the supply chain and key contact details for operational and contract Provider Personnel, Key Sub-Contractor personnel and Provider Affiliate personnel;
      2. identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Provider, Key Sub-Contractors and Provider Affiliates where failure of those dependencies could reasonably have an adverse impact on the Services;
      3. plans to manage and mitigate identified risks;
      4. details of the roles and responsibilities of the Provider, Key Sub-Contractors and/or Provider Affiliates to minimise and mitigate the effects of an Insolvency Event of such persons on the Services;
      5. details of the recovery team to be put in place by the Provider (which may include representatives of the Provider, Key Sub-Contractors and Provider Affiliates); and
      6. sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Provider.
6. Review and Amendment of the Service Continuity Plan
   1. The Provider shall review the Service Continuity Plan (and the risk analysis on which it is based):
      1. on a regular basis and as a minimum once every six (6) months;
      2. within three calendar months of the Service Continuity Plan (or any part) having been invoked pursuant to paragraph 7;
      3. within 14 days of a Financial Distress Event;
      4. within 30 days of a Corporate Change Event (unless the Relevant Authority (acting reasonably) agrees to a Corporate Change Event Grace Period, as set out in paragraph 10.8(b)(i) of Part B of this Schedule, in which case that Corporate Change Event Grace Period will apply); and
      5. where HSE requests any additional reviews (over and above those provided for in paragraphs 6.1.1 and 6.1.2 of this Schedule 15) by notifying the Provider to such effect in writing, whereupon the Provider shall conduct such reviews in accordance with HSE’s written requirements. Prior to starting its review, the Provider shall provide an accurate written estimate of the total costs payable by HSE for HSE’s approval. The costs of both Parties of any such additional reviews shall be met by HSE except that the Provider shall not be entitled to charge HSE for any costs that it may incur above any estimate without HSE’s prior written approval.
   2. Each review of the Service Continuity Plan pursuant to paragraph 6.1 of this Schedule 15 shall be a review of the procedures and methodologies set out in the Service Continuity Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the Service Continuity Plan or the last review of the Service Continuity Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the Service Continuity Plan. The review shall be completed by the Provider within the period required by the Service Continuity Plan or, if no such period is required, within such period as HSE shall reasonably require. The Provider shall, within twenty (20) Working Days of the conclusion of each such review of the Service Continuity Plan, provide to HSE a report (a **“Review Report”**) setting out:
      1. the findings of the review;
      2. any changes in the risk profile associated with the provision of Services; and
      3. the Provider's proposals (the **“Provider's Proposals”**) for addressing any changes in the risk profile and its proposals for amendments to the Service Continuity Plan following the review detailing the impact (if any and to the extent that the Provider can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any goods, services or systems provided by a third party.
   3. Following receipt of the Review Report and the Provider’s Proposals, HSE shall:
      1. review and comment on the Review Report and the Provider’s Proposals as soon as reasonably practicable; and
      2. notify the Provider in writing that it approves or rejects the Review Report and the Provider’s Proposals no later than twenty (20) Working Days after the date on which they are first delivered to HSE.
   4. If HSE rejects the Review Report and/or the Provider’s Proposals:
      1. HSE shall inform the Provider in writing of its reasons for its rejection; and
      2. the Provider shall then revise the Review Report and/or the Provider’s Proposals as the case may be (taking reasonable account of HSE’s comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Provider’s Proposals to HSE for HSE’s approval within twenty (20) Working Days of the date of HSE’s notice of rejection. The provisions of [paragraphs](http://uk.practicallaw.com/0-202-4551?q=outsourcing#a372155) 6.3 and 6.4 of this Schedule 15 shall apply again to any resubmitted Review Report and Provider’s Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
   5. The Provider shall as soon as is reasonably practicable after receiving HSE’s approval of the Provider's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Provider's Proposals. Any such change shall be at the Provider’s expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.
7. Testing of the Service Continuity Plan
   1. The Provider shall test the Service Continuity Plan on a regular basis (and in any event not less than once in every Contract Year). Subject to paragraph 7.2 of this Schedule 15, HSE may require the Provider to conduct additional tests of some or all aspects of the Service Continuity Plan at any time where HSE considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the Service Continuity Plan.
   2. If HSE requires an additional test of the Service Continuity Plan, it shall give the Provider written notice and the Provider shall conduct the test in accordance with HSE’s requirements and the relevant provisions of the Service Continuity Plan. The Provider's costs of the additional test shall be borne by HSE unless the Service Continuity Plan fails the additional test in which case the Provider's costs of that failed test shall be borne by the Provider.
   3. The Provider shall undertake and manage testing of the Service Continuity Plan in full consultation with HSE and shall liaise with HSE in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of HSE in this regard. Each test shall be carried out under the supervision of HSE or its nominee.
   4. The Provider shall ensure that any use by it or any Sub-Contractor of “live” data in such testing is first approved with HSE. Copies of live test data used in any such testing shall be (if so required by HSE) destroyed or returned to HSE on completion of the test.
   5. The Provider shall, within twenty (20) Working Days of the conclusion of each test, provide to HSE a report setting out:
      1. the outcome of the test;
      2. any failures in the Service Continuity Plan (including the Service Continuity Plan's procedures) revealed by the test; and
      3. the Provider's proposals for remedying any such failures.
   6. Following each test, the Provider shall take all measures requested by HSE, (including requests for the re-testing of the Service Continuity Plan) to remedy any failures in the Service Continuity Plan and such remedial activity and re-testing shall be completed by the Provider, at no additional cost to HSE, by the date reasonably required by HSE and set out in such notice.
   7. For the avoidance of doubt, the carrying out of a test of the Service Continuity Plan (including a test of the Service Continuity Plan’s procedures) shall not relieve the Provider of any of its obligations under this Agreement.
   8. The Provider shall also perform a test of the Service Continuity Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by HSE.
8. Invocation of the Service Continuity Plan
   1. In the event of a loss of any critical part of the Services or in the event of a Disaster, the Provider shall immediately invoke the business continuity and disaster recovery provisions in the Service Continuity Plan, including any linked elements in other parts of the Service Continuity Plan (and shall inform HSE promptly of such invocation). In all other instances the Provider shall invoke the business continuity and disaster recovery plan elements of the Service Continuity Plan only with the prior consent of HSE.
   2. The Insolvency Continuity Plan element of the Service Continuity Plans, including any linked elements in other parts of the Service Continuity Plan, shall be invoked by the Provider:
      1. where an Insolvency Event of a Key Sub-Contractor and/or Provider Group member (other than the Provider) could reasonably be expected to adversely affect delivery of the Services; and/or
      2. where there is an Insolvency Event of the Provider and the insolvency arrangements enable the Provider to invoke the plan.

Part B: Corporate Resolution Planning

1. Service Status and Provider Status
   1. This Agreement 'is' a Critical Service Contract.
   2. The Provider shall notify HSE and the Cabinet Office Markets and Suppliers Team (Resolution.planning@cabinetoffice.gov.uk) in writing within 5 Working Days of the Effective Date and throughout the Term within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier.
2. Provision of Corporate Resolution Planning Information (CRP Information)
   1. Paragraphs 10 to 12 shall apply if this Agreement has been specified as a Critical Service Contract under paragraph 9.1 of this Schedule or the Provider is or becomes a Public Sector Dependent Supplier.
   2. Subject to paragraphs 10.6, 10.10 and 10.11 of this Schedule:
      1. where the Agreement is a Critical Service Contract, the Provider shall provide the Relevant Authority or Relevant Authorities with CRP Information within 60 days of the Effective Date; and
      2. except where it has already been provided in accordance with paragraph 10.2.1 of this Schedule, where the Provider is a Public Sector Dependent Provider, it shall provide the Relevant Authority or Relevant Authorities with the CRP Information within 60 days of the date of the Relevant Authority's or Relevant Authorities' request.
   3. The Provider shall ensure that the CRP Information provided pursuant to paragraphs 10.2, 10.8 and 10.9 of this Schedule:
      1. is full, comprehensive, accurate and up to date;
      2. is split into three parts:
         1. Exposure Information (Contracts List);
         2. Corporate Resolvability Assessment (Structural Review);
         3. Financial Information and Commentary

and is structured and presented in accordance with the requirements and explanatory notes set out at the relevant Annex of the latest published versions of the Resolution Planning Guidance Notes published by the Cabinet Office Government Commercial Function and available at https://www.gov.uk/government/publications/the-sourcing-and-consultancy-playbooks and contains the level of detail required (adapted as necessary to the Provider's circumstances);

* + 1. incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Relevant Authority or Relevant Authorities to understand and consider the information for approval;
    2. provides a clear description and explanation of the Provider's Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or CNI and the nature of those agreements; and
    3. complies with the requirements set out at Annex 1 (Exposure Information (Contracts List)), Annex 2 (Corporate Resolvability Assessment (Structural Review)) and Annex 3 (Financial Information And Commentary) respectively.
  1. Following receipt by the Relevant Authority or Relevant Authorities of the CRP Information pursuant to paragraphs 10.2, 10.8 and 10.9 of this Schedule, HSE shall procure that the Relevant Authority or Relevant Authorities discuss in good faith the contents of the CRP Information with the Provider and no later than 60 days after the date on which the CRP Information was delivered by the Provider either provide an Assurance to the Provider that Relevant Authority or Relevant Authorities approve the CRP Information or that Relevant Authority or Relevant Authorities reject the CRP Information.
  2. If the Relevant Authority or Relevant Authorities reject the CRP Information:
     1. HSE shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Provider in writing of its reasons for its rejection; and
     2. the Provider shall revise the CRP Information, taking reasonable account of the Relevant Authority's or Relevant Authorities' comments, and shall re-submit the CRP Information to the Relevant Authority or Relevant Authorities for approval within 30 days of the date of the Relevant Authority's or Relevant Authorities' rejection. The provisions of paragraph 10.3 to 10.5 of this Schedule shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
  3. Where the Provider or a member of the Provider's Group has already provided CRP Information to a Department or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Department and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid on the date by which the CRP Information would otherwise be required, the Provider shall not be required to provide the CRP Information under paragraph 10.2 if it provides a copy of the Valid Assurance to the Relevant Authority or Relevant Authorities on or before the date on which the CRP Information would otherwise have been required.
  4. An Assurance shall be deemed Valid for the purposes of paragraph 10.6 of this Schedule if:
     1. the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since it was issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and
     2. no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the Agreement had then been in force) have occurred since the date of issue of the Assurance.
  5. If this Agreement is a Critical Service Contract, the Provider shall provide an updated version of the CRP Information (or, in the case of paragraph 10.2.2 of this Schedule its initial CRP Information) to the Relevant Authority or Relevant Authorities:
     1. within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under paragraph 10.11 of this Schedule) unless the Provider is relieved of the consequences of the Financial Distress Event under paragraph 7.1 of Schedule 25 (Financial Distress);
     2. within 30 days of a Corporate Change Event unless:
        1. the Provider requests and the Relevant Authority (acting reasonably) agrees to a Corporate Change Event Grace Period, in the event of which the time period for the Provider to comply with this paragraph shall be extended as determined by the Relevant Authority (acting reasonably) but shall in any case be no longer than six months after the Corporate Change Event. During a Corporate Change Event Grace Period the Provider shall regularly and fully engage with the Relevant Authority to enable it to understand the nature of the Corporate Change Event and the Relevant Authority shall reserve the right to terminate a Corporate Change Event Grace Period at any time if the Provider fails to comply with this paragraph; or
        2. not required pursuant to paragraph 10.10;
     3. within 30 days of the date that:
        1. the credit rating(s) of each of the Provider and its Parent Undertakings fail to meet any of the criteria specified in paragraph 10.10; or
        2. none of the credit rating agencies specified at paragraph 10.10 hold a public credit rating for the Provider or any of its Parent Undertakings; and
     4. in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Relevant Authority (whichever is the earlier), unless:
        1. updated CRP Information has been provided under any of paragraphs 10.8.1, 10.8.2 or 10.8.3 since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this paragraph 10.8.4; or
        2. unless not required pursuant to paragraph 10.10.
  6. Where the Provider is a Public Sector Dependent Supplier and this Agreement is not a Critical Service Contract, then on the occurrence of any of the events specified in paragraphs 10.8.1 to 10.8.4 of this Schedule, the Provider shall provide at the request of the Relevant Authority or Relevant Authorities and within the applicable timescales for each event as set out in paragraph 10.8 (or such longer timescales as may be notified to the Provider by HSE), the CRP Information to the Relevant Authority or Relevant Authorities.
  7. Where the Provider or a Parent Undertaking of the Provider has a credit rating of either:
     1. Aa3 or better from Moody's; or
     2. AA- or better from Standard and Poor's; or
     3. AA- or better from Fitch;

the Provider will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Provider is relieved of the consequences of the Financial Distress Event under paragraph 7.1 of Schedule 25 (Financial Distress)) or (ii) the Provider and its Parent Undertakings cease to fulfil the criteria set out in this paragraph 10.10, in which cases the Provider shall provide the updated version of the CRP Information in accordance with paragraph 10.8.

* 1. Subject to paragraph 12, where the Provider demonstrates to the reasonable satisfaction of the Relevant Authority or Relevant Authorities that a particular item of CRP Information is highly confidential, the Provider may, having orally disclosed and discussed that information with the Relevant Authority or Relevant Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Provider shall promptly provide the relevant information to the Relevant Authority or Relevant Authorities to the extent required under paragraph 10.8.

1. Termination Rights
   1. HSE shall be entitled to terminate this Agreement under Clause 41.1(d) (Termination for Material Breach) if the Provider is required to provide CRP Information under paragraph 10 of this Schedule and either:
      1. the Provider fails to provide the CRP Information within 4 months of the Effective Date if this is a Critical Service Contract or otherwise within 4 months of the Relevant Authority's or Relevant Authorities' request; or
      2. the Provider fails to obtain an Assurance from the Relevant Authority or Relevant Authorities within 4 months of the date that it was first required to provide the CRP Information under this Agreement.
2. Confidentiality and usage of CRP Information
   1. HSE agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Provider and/or Provider Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.
   2. Where the Relevant Authority is the Cabinet Office Markets and Suppliers Team, at the Provider's request, HSE shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Provider containing terms no less stringent than those placed on HSE under paragraph 12.1 of this Schedule and Clause 31 (Confidentiality).
   3. The Provider shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Relevant Authority or Relevant Authorities pursuant to paragraph 10 of this Schedule subject, where necessary, to the Relevant Authority or Relevant Authorities entering into an appropriate confidentiality agreement in the form required by the third party.
   4. Where the Provider is unable to procure consent pursuant to paragraph 12.3 of this Schedule, the Provider shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:
      1. redacting only those parts of the information which are subject to such obligations of confidentiality
      2. providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
         1. summarising the information;
         2. grouping the information;
         3. anonymising the information; and
         4. presenting the information in general terms
   5. The Provider shall provide the Relevant Authority or Relevant Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Provider is legally permitted to do so.

**ANNEX 1: EXPOSURE INFORMATION (CONTRACTS LIST)**

1 The Provider shall:

1.1 provide details of all agreements held by members of the Provider's Group where those agreements are for goods, services or works provision and:

(a) are with any UK public sector bodies including: central Government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;

(b) are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in paragraph 1.1(a) of this Annex 1 and where the member of the Provider's Group is acting as a key sub-contractor under the agreement with the end recipient; or

(c) involve or could reasonably be considered to involve CNI;

1.2 provide the Relevant Authority with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link.

**ANNEX 2: CORPORATE RESOLVABILITY ASSESSMENT (STRUCTURAL REVIEW)**

1 The Provider shall:

1.1 provide sufficient information to allow the Relevant Authority to understand the implications on the Provider's Group’s UK Public Sector Business and CNI contracts listed pursuant to Annex 1 if the Provider or another member of the Provider's Group is subject to an Insolvency Event.

1.2 ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Provider's Group; and

1.3 provide full details of the importance of each member of the Provider's Group to the Provider's Group’s UK Public Sector Business and CNI contracts listed pursuant to Annex 1 and the dependencies between each.

**ANNEX 3: FINANCIAL INFORMATION AND COMMENTARY**

1 The Provider shall:

1.1 provide sufficient financial information for the Provider's Group level, contracting operating entities level, and shared services entities’ level to allow the Relevant Authority to understand the current financial interconnectedness of the Provider's Group and the current performance of the Provider as a standalone entity; and

1.2 ensure that the information is presented in a simple, effective and easily understood manner.

2 For the avoidance of doubt the financial information to be provided pursuant to paragraph 1 of this Annex 3 should be based on the most recent audited accounts for the relevant entities (or interim accounts where available) updated for any material changes since the Accounting Reference Date provided that such accounts are available in a reasonable timeframe to allow the Provider to comply with its obligations under this Schedule 15 (Service Continuity Plan and Corporate Resolution Planning). If such accounts are not available in that timeframe, financial information should be based on unpublished unaudited accounts or management accounts (disclosure of which to the Cabinet Office Markets and Suppliers Team remains protected by confidentiality).

SCHEDULE 16: Transition Plan

Introduction

1. Introduction
   1. Annex 1 of this Schedule 16 sets out the Provider’s Transition Plan in the form of a Plan on a Page as at the Effective Date and relevant Transition Activities to be performed pursuant to Clause 17 (Transitional Arrangements) of the Agreement.
2. Transition Plan Phases
   1. The Transition Plan comprises:
      1. an initial mobilisation phase; and
      2. four phases, the scope of which is summarised in Table 1

and the Provider shall provide the final Transition Plan within 20 Working Days of the Effective Date.

Annex 1 – Transition Plan

SCHEDULE 17: Parent Company Guarantee

General

1. The Guarantee
   1. Where the Provider is required to provide a Guarantee, it shall be in the form set out in Annex 1 to this Schedule 17 or as otherwise agreed in writing by HSE in accordance with this Agreement.

Annex 1 PARENT COMPANY GUARANTEE

Deed of Guarantee

DEED OF GUARANTEE

THIS DEED is executed as a deed and dated [Insert date of execution] (the “Deed”)

BETWEEN:

1. [INSERT NAME OF THE GUARANTOR] [a company incorporated in [England and Wales] under registered number [insert registered number] whose registered office is at [insert registered office]] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] (the "Guarantor"); and
2. **HEALTH AND SAFETY EXECUTIVE**, an executive non-departmental public body with Crown status, established under the Health and Safety at Work etc Act 1974 and having its head office at Redgrave Court, Merton Road, Bootle L20 7HS ("HSE").

together the “Parties” and each a “Party”.

BACKGROUND:

1. HSE has awarded a concession contract dated [insert date] to [insert details of the Provider] (the “Provider”) in relation to the Gas Safe Register (the “Guaranteed Agreement”).
2. It is a condition of HSE entering into the Guaranteed Agreement that the Provider procures the execution and delivery to HSE of a parent company guarantee substantially in the form of this Deed.
3. The Guarantor has agreed to guarantee the due performance of the Guaranteed Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

* 1. The following definitions apply in this Deed:

|  |  |
| --- | --- |
| "Business Day" | means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business; |
| "Control" | means the power of a person to secure that the affairs of a body corporate are conducted in accordance with the wishes of that person:   1. by means of the holding of shares or the possession of voting power in relation to that body or any other body corporate; or 2. as a result of any powers conferred by the constitutional or corporate documents, or any other document regulating that body or any other body corporate; |
| "Guaranteed Agreement" | has the meaning given to it in Recital (A); |
| "Guaranteed Obligations" | has the meaning given to it in Clause 2.1(a); |
| "Provider" | has the meaning given to it in Recital (A); |
| "VAT" | means value added tax or any equivalent tax chargeable in the UK or elsewhere. |

Interpretation

* 1. Unless otherwise stated, any reference in this Deed to:
     + 1. the "Guarantor", "HSE", the “Provider” or any other person shall be construed so as to include their successors in title, permitted assigns and permitted transferees, whether direct or indirect;
       2. "assets" includes present and future properties, revenues and rights of every description;
       3. this "Deed", or any other agreement or instrument is a reference to, this deed or other agreement or instrument as amended, novated, supplemented, extended or restated;
       4. "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
       5. a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
       6. the words “including”, “includes”, “in particular”, “for example” or similar shall be construed as illustrative and without limitation to the generality of the related general words; and
       7. a time of day is a reference to London time.

1. GUARANTEE AND INDEMNITY
   1. The Guarantor:
      * 1. guarantees to HSE the due and punctual performance of all of the Provider's present and future obligations under and in connection with the Guaranteed Agreement if and when they become due and performable in accordance with the terms of the Guaranteed Agreement (the “Guaranteed Obligations”);
        2. shall pay to HSE from time to time on demand all monies (together with interest on such sum accrued before and after the date of demand until the date of payment) that have become payable by the Provider to HSE under or in connection with the Guaranteed Agreement but which has not been paid at the time the demand is made; and
        3. shall, if the Provider fails to perform in full and on time any of the Guaranteed Obligations and upon written notice from HSE, immediately on demand perform or procure performance of the same at the Guarantor’s own expense.
   2. The Guarantor, as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under Clause 2.1, shall indemnify and keep indemnified HSE in full and on demand from and against all and any losses, damages, costs and expenses suffered or incurred by HSE arising out of, or in connection with:
      * 1. any failure by the Provider to perform or discharge the Guaranteed Obligations; or
        2. any of the Guaranteed Obligations being or becoming wholly or partially unenforceable for any reason,
        3. provided that the Guarantor's liability under this Clause 2.2 shall be no greater than the Provider's liability under the Guaranteed Agreement was (or would have been had the relevant Guaranteed Obligation been fully enforceable).
2. HSE PROTECTIONS

Continuing Guarantee

* 1. This Deed is, and shall at all times be, a continuing and irrevocable security until the Guaranteed Obligations have been satisfied or performed in full, and is in addition to and not in substitution for and shall not merge with any other right, remedy, guarantee or security which HSE may at any time hold for the performance of the Guaranteed Obligations and may be enforced without first having recourse to any such security.

Preservation of the Guarantor's liability

* 1. The Guarantor's liability under this Deed shall not be reduced, discharged or otherwise adversely affected by:
     + 1. any arrangement made between the Provider and HSE;
       2. any partial performance (except to the extent of such partial performance) by the Provider of the Guaranteed Obligations;
       3. any alteration in the obligations undertaken by the Provider whether by way of any variation referred to in Clause 4 or otherwise;
       4. any waiver or forbearance by HSE whether as to payment, time, performance or otherwise;
       5. the taking, variation, renewal or release of, the enforcement or neglect to perfect or enforce any right, guarantee, remedy or security from or against the Provider or any other person;
       6. any unenforceability, illegality or invalidity of any of the provisions of the Guaranteed Agreement or any of the Provider's obligations under the Guaranteed Agreement, so that this Deed shall be construed as if there were no such unenforceability, illegality or invalidity;
       7. any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, Control or ownership, insolvency, liquidation, administration, voluntary arrangement, or appointment of a receiver, of the Provider or any other person.

Immediate demand

* 1. The Guarantor waives any right it may have to require HSE to proceed against, enforce any other right or claim for payment against, or take any other action against, the Provider or any other person before claiming from the Guarantor under this Guarantee.

Deferral of rights

* 1. Until all amounts which may be or become payable under the Guaranteed Agreement or this Deed have been irrevocably paid in full, the Guarantor shall not, as a result of this Deed or any payment performance under this Deed:
     + 1. be subrogated to any right or security of HSE;
       2. claim or prove in competition with HSE against the Provider or any other person;
       3. demand or accept repayment in whole or in part of any indebtedness due from the Provider;
       4. take the benefit of, share in or enforce any security or other guarantee or indemnity against the Provider; or
       5. claim any right of contribution, set-off or indemnity from the Provider,

without the prior written consent of HSE (and in such case only in accordance with any written instructions of HSE).

* 1. If the Guarantor receives any payment or other benefit in breach of Clause 3.4, or as a result of any action taken in accordance with a written instruction of HSE given pursuant to Clause 3.4, such payment of other benefit, and any benefit derived directly or indirectly by the Guarantor therefrom, shall be held by the Guarantor on trust for HSE applied towards the discharge of the Guarantor’s obligations to HSE under this Deed.

1. VARIATION OF THE GUARANTEED AGREEMENT
   1. The Guarantor confirms that it intends that this Deed shall extend and apply from time to time to any variation, increase, extension or addition of the Guaranteed Agreement, however, fundamental, and any associated fees, costs and/or expenses.
2. PAYMENT AND COSTS
   1. All sums payable by the Guarantor under this Deed shall be paid in full to HSE in pounds sterling:
      * 1. without any set-off, condition or counterclaim whatsoever; and
        2. free and clear of any deductions or withholdings whatsoever except as may be required by applicable law which is binding on the Guarantor.
   2. If any deduction or withholding is required by any applicable law to be made by the Guarantor:
      * 1. the amount of the payment due from the Guarantor shall be increased to an amount which (after making any deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required; and
        2. the Guarantor shall promptly deliver to HSE all receipts issued to it evidencing each deduction or withholding which it has made.
   3. The Guarantor shall not and may not direct the application by HSE of any sums received by HSE from the Guarantor under any of the terms in this Deed.
   4. The Guarantor shall pay interest on any amount due under this Deed at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
   5. The Guarantor shall, on a full indemnity basis, pay to HSE on demand the amount of all costs and expenses (including legal and out-of-pocket expenses and any VAT on those costs and expenses) which HSE incurs in connection with:
      * 1. the preservation, or exercise and enforcement, of any rights under or in connection with this Deed or any attempt to do so; and
        2. any discharge or release of this Deed.
3. CONDITIONAL DISCHARGE
   1. Any release, discharge or settlement between the Guarantor and HSE in relation to this Deed shall be conditional on no right, security, disposition or payment to HSE by the Guarantor, the Provider or any other person being avoided, set aside or ordered to be refunded pursuant to any enactment or law relating to breach of duty by any person, bankruptcy, liquidation, administration, protection from creditors generally or insolvency for any other reason.
   2. If any such right, security, disposition or payment as referred to in Clause 6.1 is avoided, set aside or ordered to be refunded, HSE shall be entitled subsequently to enforce this Deed against the Guarantor as if such release, discharge or settlement had not occurred and any such security, disposition or payment has not been made.
4. REPRESENTATIONS AND WARRANTIES
   1. The Guarantor represents and warrants to HSE that:
      * 1. it is duly incorporated with limited liability and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name, and has power to carry on its business as now being conducted and to own its property and other assets;
        2. it has full power under its constitution or equivalent constitutional documents in the jurisdiction in which it is established to enter into this Deed;
        3. it has full power to perform the obligations expressed to be assumed by it or contemplated by this Deed;
        4. it has been duly authorised to enter into this Deed;
        5. it has taken all necessary corporate action to authorise the execution, delivery and performance of this Deed;
        6. this Deed when executed and delivered will constitute a legally binding obligation on it enforceable in accordance with its terms;
        7. all necessary consents and authorisations for the giving and implementation of this Deed have been obtained;
        8. that its entry into and performance of its obligations under this Deed will not constitute any breach of or default under any contractual, government or public obligation binding on it; and
        9. that it is not engaged in any litigation or arbitration proceedings that might affect its capacity or ability to perform its obligations under this Deed and to the best of its knowledge no such legal or arbitration proceedings have been threatened or are pending against it.
5. ASSIGNMENT
   1. HSE shall be entitled by notice in writing to the Guarantor to assign the benefit of this Deed at any time to any person without the consent of the Guarantor being required and any such assignment shall not release the Guarantor from liability under this Deed.
   2. The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed without the prior written consent of HSE.
6. VARIATION
   1. No variation of this Deed shall be effective unless it is in writing and signed by the parties.
7. DEMANDS AND NOTICES
   1. Any demand or notice served by HSE on the Guarantor under this Deed shall be in writing, addressed to:
      * 1. For the Attention of [insert details]
        2. [Address of the Guarantor in England and Wales]
   2. or such other address in England and Wales as the Guarantor has from time to time notified to HSE in writing in accordance with the terms of this Deed as being an address or facsimile number for the receipt of such demands or notices.
   3. Any notice or demand served on the Guarantor or HSE under this Deed shall be deemed to have been served:
      * 1. if delivered by hand, at the time of delivery; or
        2. if posted, at 10.00 a.m. on the second Business Day after it was put into the post.
   4. In proving service of a notice or demand on the Guarantor it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter.
   5. Any notice purported to be served on HSE under this Deed shall only be valid when received in writing by HSE.
8. ENTIRE AGREEMENT
   1. This Deed constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
   2. The Guarantor acknowledges that it has not entered into this Deed in reliance upon, nor has it been induced to enter into this Deed by, any representation, warranty or undertaking made by or on behalf of HSE (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed.
9. WAIVER
   1. No failure or delay by HSE to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
   2. Any waiver by HSE of any terms of this Deed, or of any Guaranteed Obligations, shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
10. SEVERANCE
    1. If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Deed.
11. THIRD PARTY RIGHTS
    1. A person who is not a Party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any of its terms but this does not affect any third party right which exists or is available independently of that Act.
12. GOVERNING LAW AND JURISDICTION
    1. This Deed and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
    2. The Guarantor irrevocably agrees for the benefit of HSE that the courts of England shall have jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Deed or its subject matter or formation.
    3. Nothing contained in Clause 15.2 shall limit the rights of HSE to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
    4. The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.
    5. [The Guarantor irrevocably appoints [Insert name of agent] of [Insert address of agent] as its agent to receive on its behalf in England or Wales service of any proceedings under this Clause 15. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Guarantor) and shall be valid until such time as HSE has received prior written notice that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, the Guarantor shall appoint a substitute acceptable to HSE and deliver to HSE the new agent's name and address within England and Wales.]

|  |  |
| --- | --- |
| Executed as a deed by [insert the name of the Guarantor] acting by [insert name of Director] a director, in the presence of a witness: |  |
| ……………………………………………. [Signature of Witness] | ……………………………………………. [Signature of Director]  Name of Director:  …………………………………………… |
| Name of Witness: | …………………………………………… |
| Address of Witness: | ……………………………………….  ………………………………………. |
| Occupation of Witness: | ………………………………………. |

SCHEDULE 18: Assets

Purpose

1. Purpose and effect
   1. The tables in Annex 1 to this Schedule 18 list the assets which are (or at the Services Start Date will be) owned by HSE (including the HSE Data and the HSE Existing IPR).
   2. The Provider shall maintain up-to-date lists of the assets contained in this Schedule and any update shall be incorporated in this Schedule through the Change Control Procedure.

Annex 1 – Assets

**Table 1**

| **Ref** | **Asset** | **Description** |
| --- | --- | --- |
| **1 Registration IPRs: data relating to Gas Safe registration** | | |
| 1.1 | Registration Data | Business and Engineer details, qualifications, suspensions, removals, renewals, registration certificate and licence cards etc |
| 1.1.1 | Registration financial history data | All financial details, current and historical relating to invoices, Direct Debits, credit history (historical record of payments in respect of Concession Charges) relating to a registered business |
| 1.1.2 | Competency Check and Inspection data | Details and history of Competency Check and Inspection of registered businesses/engineers including all data collected through Inspection Events |
| 1.1.3 | Complaint data | Details of all complaints against registered businesses |
| 1.1.4 | Notification data | Details of all notifications of Gas Work made to the Register |
| 1.2 | Key Account management data | Details relating to all Key Accounts and the management of those accounts |
| 1.3 | Scanned documents and correspondence relating to registrations | Copies of all scanned documents relating to registrations |
| **2 Investigation and enforcement support data** | | |
| 2.1 | Incident investigation data | Details of all incident investigations, past and current |
| 2.2 | Illegals data | Details relating to the management and investigations of illegal gas workers |
| 2.3 | Inspection data | Details and history of inspections of unregistered businesses/engineers |
| 2.4 | Witness statements | All data and records relating to witness statements |
| **3 Management Information and performance data** | | |
| 3.1 | Key Performance Indicator (KPI) data | KPI statistics |
| 3.2 | Service Level data | Service level statistics |
| 3.3 | Performance data | All other statistics and data relating to Provider performance |
| **4 Programs / systems / software** | | |
| 4.1 | Risk Model (algorithm coding) | Mechanism (code) for system for applying risk rating to engineers |
| 4.2 | Domain accounts | Websites, social media (as set out in more detail in Table 4) |
| 4.3 | Telephone numbers | All GSR/GSAL contact telephone numbers (as set out in more detail in Table 4) |
| 4.4 | RGE App | Third-party hosted app for Registered businesses |
| 4.5 | Online learning modules | Online consumer/engineer training program content (as set out in more detail in Table 5) |
| **5 Policies and procedures** | | |
| 5.1 | Policies | Policies relating to the running of the Gas Safe Register (as set out in more detail in Table 2) |
| 5.2 | Procedures | Procedures followed for the running of the Gas Safe Register (as set out in more detail in Table 3) |
| 5.3 | Processes & Procedures Register | Register detailing all processes used as part of running the Gas Safe Register |
| **6 Customer service data** | | |
| 6.1 | Complaints against service data | Details of all complaints against service received and actions taken |
| 6.2 | MP correspondence | All records relating to these processes |
| 6.3 | Gas Safety Advice Line data | All records relating to the advice line including Knowledge Bank |
| **7 Certificates and ID cards** | | |
| 7.1 | Certificates of Registration | Certificates of Registration provided to Businesses |
| 7.2 | Identity Cards | Identity Cards provided to self-employed Businesses and Engineers |
| 7.3 | Building Regulations Certificates | All Building Regulations Certificates provided to consumers or to local authorities warranting or representing that Gas Work undertaken by registered Businesses or Engineers was carried out competently and according to all applicable standards |
| **8 Brand IPR and brand management** | | |
| 8.1 | Gas Safe Brand IPR | All IPR subsisting in the Brand are HSE owned and used under licence in accordance with Clause 30.8 of the SCA |
| 8.2 | Brand trade marks | All IPR subsisting in the Brand are HSE owned and used under licence in accordance with Clause 30.8 of the SCA |
| 8.3 | Brand licences | Licences to use the Brand issued by the Provider to third-parties in accordance with Clause 30.8 of the SCA |
| 8.4 | Brand licencing records/data | Brand Management – all records relating to this (as set out in more detail in Table 6) |
| 8.5 | Brand appeals data | All records relating to these processes |
| **9 Marketing & communications data** | | |
| 9.1 | Marketing Data/Materials | Information relating to marketing activities and any materials such as leaflets, factsheets etc |
| 9.2 | Stakeholder Data/Database | List of all Register stakeholders |
| 9.3 | Website data/content (IPR) | Data/content/information published on the website |
| 9.4 | Website factsheets | Consumer information fact sheets (as set out in more detail in Table 7) |
| 9.5 | Gas Map content | How safe are consumers – Service Reminder sign up |
| **10 Stakeholder information** | | |
| 10.1 | Stakeholder Data/Database | List of all Register stakeholders |
| 10.2 | Stakeholder management data | All files and information relating to its membership of gas industry and other bodies where membership results from operation of the Register |
| **11 Technical and safety information** | | |
| 11.1 | Technical standards |  |
| 11.2 | Technical bulletins | Product & safety bulletins |
| 11.3 | Safety alerts |  |
| 11.4 | *Registered Gas Engineer* / magazine articles |  |
| **12 Financial** | | |
| 12.1 | Installation Defect Repair Fund | Financial protection fund for customers with faulty installation work to allow for correction of defect where the installing business is unable to, due to being unregistered or having ceased to trade (as required by the Department for Levelling Up, Housing and Communities) |
| **13 Field equipment** | | |
| 13.1 | Online assessment software |  |

**Table 2** Assets 5.1: Policies

|  |  |
| --- | --- |
| **Title** | **Audience** |
| Refund Policy | Internal (available to public under specific need or request) |
| Installation Defect Repair Fund Policy | Internal (available to public under specific need or request) |
| Brand Enforcement Policy | Public |
| Complaints Against the Register Policy | Public |
| Consumer Policy – Our Service Explained | Public |
| GSR Customer Charter | Public |
| GSR Privacy Policy | Public |
| GSR Registration Policy | Public |
| GSR Sanctions Policy (includes Appeals Policy) | Public |
| Gas Safety Inspection Factsheet | Public |

**Table 3** Assets 5.2: Procedures

| **Title** | **Audience** |
| --- | --- |
| **Customer Service Centre** | |
|  |  |
| **Consumer interaction** |  |
| Providing consumers with advice | Internal |
| **Applications** |  |
| Requesting application packs | Internal |
| Processing hard copy applications | Internal |
| Probationary forms | Internal |
| Probationary booking process | Internal |
| Web applications | Internal |
| **Complaints** |  |
| Taking a complaint over the phone | Internal |
| Complaint appointments | Internal |
| Complaint defect chase | Internal |
| **Registration maintenance** |  |
| Change of trading title | Internal |
| Cancelling a registration | Internal |
|  |  |
| Adding photographs | Internal |
|  |  |
| Requesting licence card | Internal |
| Change of details | Internal |
| Name change by deed poll | Internal |
| Ceased to trade | Internal |
| Setting up website log-in | Internal |
| Concerns over behaviours due to social Issues | Internal |
| Cancelling/rearranging appointments | Internal |
| Non-complaint defect chase | Internal |
| Change of engineer details | Internal |
| Work inspection appointments | Internal |
| Hiding information from the web | Internal |
|  |  |
| Working out of scope | Internal |
| Competency inspection appointments | Internal |
| **Renewals** |  |
| Renewing a registration | Internal |
| **Work notifications** |  |
| Notifications on system | Internal |
| Work notifying local authority | Internal |
| Third-party reporting process | Internal |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| **Web transactions** |  |
| Online application process | Internal |
| Renewing a registration online | Internal |
| Change of details online | Internal |
|  |  |
| Uploading engineer photos online | Internal |
| Checking and searching for engineers online | Internal |
| **Miscellaneous** |  |
| RIDDOR | Internal |
|  |  |
| British Gas | Internal |
| Converting from work management registration | Internal |
| Gas work notification (GWN) appointments | Internal |
|  |  |
| **Registrations Team** | |
| **Complaints and appeals** |  |
| Complaints against the Register | Internal |
| Appeals procedure | Internal |
| Witness statements and information request process | Internal |
| Correspondence received from MPs | Internal |
| Brand Enforcement Process | Internal |
| **Finance** | |
| **Annual Review** |  |
| Annual Review Reporting Process | Internal |
|  | |
|  |  |
|  |  |
| **Management information** | |
| KPI/Management Information Reporting | Internal |
| KPI 1 to 4 methodology and measurement | Internal |
| **Security** | |
| ISO 27001 Annual Compliance Review | Internal |
| Subject Access Requests | Internal |
| Freedom of Information Request Process | Internal |
|  |  |
| **Marketing Communications & PR** | |
| Engineer brand guidelines | Internal & Public |
| Brand Licence Application & Logo Use Process | Internal |
| Literature Requests | Internal |
| Logo Requests | Internal |
| Social Media Protocol | Internal |
|  |  |
| Design and Print | Internal |
| Email campaigns | Internal |
| Campaigns | Internal |
| PPC activity | Internal |
| Website statistics | Internal |
| Website maintenance | Internal |
| Advertising opportunities | Internal |
| PR Media Protocol | Internal |
|  |  |
|  |  |
| Partnership Marketing MOU signed | Internal |
| Editorial development and content sign-off for RGE magazine | Internal |
| **Stakeholder management** |  |
|  |  |
| Stakeholder Events Process | Internal |
| **Technical** | |
| Involvement of GSR in the development of Industry Standards | Internal |
| Development of Consumer Safety Factsheets | Internal |
| Development of GSR Industry Standard Updates | Internal |
| Development of GSR Safety Alerts | Internal |
| Development of GSR Technical Bulletins | Internal |
| Assessing impact of Technical Bulletins and Safety Alerts on GUISP | Internal |
| Access to Industry Standards initiative with Industry | Internal |
| Development of GSR Normative Document List | Internal |
| Functional Technical Guidance | Internal & Public |
| **Field operations** | |
| **Field operational management** |  |
| Scheduling management – data transfer | Internal |
| Risk modelling & change control | Internal |
| Field Operation Manual | Internal |
| **Field operations processes** |  |
| Investigation of unregistered gas work | Internal |
| Investigation of unregistered gas work – Appendix 1 – Electronic notes taken on site | Internal |
| Investigation of unregistered gas work – Appendices 2 and 3 – Handwritten notes | Internal |
| Investigation of unregistered gas work – Appendix 4 – Administration support | Internal |
| Carbon monoxide & fire and explosion incident investigation | Internal |
| Audits and inspections of large businesses |  |
| Mandatory attendance events |  |
| Inspection events |  |
| **Field support documents** |  |
| Asbestos awareness | Internal |
|  |  |
| Report requirements for registered inspections & unregistered investigations | Internal |
| Request for service | Internal |
| Quality Field System (QFS) | Internal |
| Complaint letters and phrases | Internal |
| **Field guidance documents** |  |
| Field inspector – Safety Health and Environment Guide | Internal |
| Electrical socket loop & dead testing guidance – domestic appliances only | Internal |

| **Title** | **Audience** |
| --- | --- |
| **Contact Centre** | |
| Archiving/removing a centre | Internal |
| Change of trading title | Internal |
| Cancelling a registration | Internal |
| Adding and archiving engineers | Internal |
| Adding photos | Internal |
| Archived due to death | Internal |
| Requesting licence card | Internal |
| Change of details | Internal |
| Name change by deed poll | Internal |
| Ceased to trade | Internal |
| Setting up website log-in | Internal |
| Concerns over behaviours due to social Issues | Internal |
| Cancelling/rearranging appointments | Internal |
| Non-complaint defect chase | Internal |
| Change of engineer details | Internal |
| Work Competency Check and Inspection appointments | Internal |
| Hiding information from the web | Internal |
| Building Regulation defect chase | Internal |
| Working out of scope | Internal |
| Renewing a registration | Internal |
| Notifications on system | Internal |
| Bulk notification | Internal |
| Notifications on the web | Internal |
| Duplicate Building Regulations certificate requests | Internal |
| General Gas Work notification queries | Internal |
| Cancelling notifications on BiT | Internal |
| Building Regulation certificate cancellation process | Internal |
| Online application process | Internal |
| Renewing a registration online | Internal |
| Change of details online | Internal |
| Change online login | Internal |
| Uploading engineer photos online | Internal |
| Checking and searching for engineers online | Internal |
| RIDDOR | Internal |
| Check a gas business | Internal |
| British Gas | Internal |
| Converting from work management registration | Internal |
| Gas work notification (GWN) appointments | Internal |
| Names and numbers | Internal |
| **Registrations** | |
| Brand Enforcement Process | Internal |
| **Finance** | |
| Annual Review Reporting Process | Internal |
| **Stakeholder management** | |
| Stakeholder Team Process | Internal |
| Stakeholder Events Process | Internal |
| **Management information** | |
| KPI/Management Information Reporting | Internal |
| **Security** | |
| Annual Compliance Review | Internal |
| Subject Access Requests | Internal |
| Freedom of Information Request Process | Internal |
| Processes and Procedures Register | Internal |
| **Marketing Communications & PR** | |
| Marketing Guidelines (for registered businesses and engineers) | Internal & Public |
| Brand Licence Application & Logo Use Process | Internal |
| Literature Requests | Internal |
| Logo Requests | Internal |
| Social Media Protocol | Internal |
| PR Media Protocol | Internal |
| Design and Print | Internal |
| Email campaigns | Internal |
| Campaigns | Internal |
| PPC activity | Internal |
| Website statistics | Internal |
| Website maintenance | Internal |
| Advertising opportunities | Internal |
| Stakeholder Team Process | Internal |
| Stakeholder Events Process | Internal |
| Partnership Marketing MOU signed | Internal |
| Editorial development and content sign-off for RGE magazine | Internal |
| **Technical** | |
| Process for the involvement of GSR in the development of Industry Standards | Internal |
| Process for the development of Consumer Safety Factsheets | Internal |
| Process for the development of GSR Industry Standard Updates | Internal |
| Process for the development of GSR Safety Alerts | Internal |
| Process for the development of GSR Technical Bulletins | Internal |
| Process for the assessing impact of Technical Bulletins and Safety Alerts on GUISP | Internal |
| Process for the Access to Industry Standards initiative with Industry | Internal |
| Process for the development of GSR Normative Document List | Internal |
| Functional Technical Guidance | Internal & Public |
| **Field operations** | |
| Scheduling management – data transfer | Internal |
| Risk/data modelling & change control log | Internal |
| Field Operation Manual | Internal |
| Unregistered investigation | Internal |
| Unregistered investigation – Appendix 1 – Electronic notes taken on site | Internal |
| Unregistered investigation – Appendices 2 and 3 – Handwritten notes | Internal |
| Unregistered investigation – Appendix 4 – Administration support | Internal |
| Carbon monoxide & fire and explosion incident investigation | Internal |
| Asbestos awareness | Internal |
| Unregistered investigation defect phrases | Internal |
| Request for service | Internal |
| Quality Field System (QFS) | Internal |
| Field inspector – Safety Health and Environment Guide | Internal |

**Table 4** Assets 4.2: Domain names and 4.3: Telephone numbers

| **Type** | **url / number** |
| --- | --- |
| Website | www.GasSafeRegister.co.uk |
| Website | www.GasSafetyWeek.co.uk |
| Website | www.staygassafe.co.uk |
| Website | www.silentkillermovie.com |
| Website | www.silentkillermovie.co.uk |
| Website | www.silentkiller.co.uk |
| Website | www.silent-killer.co.uk |
| Social media account | www.facebook.com/gassaferegister |
| Social media account | [www.twitter.com/gassaferegister](http://www.twitter.com/gassaferegister) |
| Social media account | [www.linkedin.com/company/gassaferegister](http://www.linkedin.com/company/gassaferegister) |
| Social media account | [www.instagram.com/gassaferegister](http://www.instagram.com/gassaferegister) |
| Social media account | www.twitter.com/gassafetyweek |
| Social media account | [www.twitter.com/gassafetechteam](http://www.twitter.com/gassafetechteam) |
| Social media account | [www.youtube.com/gassaferegister](http://www.youtube.com/gassaferegister) |
| Web analytical service | https://hootsuite.com/en-gb/ |
| Web service | gassaferegister.onmicrosoft.com |
| Web service | gsrxprtdoc.co.uk |
| Web service | gsrazure.co.uk |
| Phone number | 0800 300 363 |
| Phone number | 0800 408 5500 |
| Phone number | 0800 408 5577 |
| Phone number | 0800 408 5566 |
| Phone number (textphone) | 0800 408 0606 |

**Table 5** Assets 4.5: Online learning modules

|  |  |  |
| --- | --- | --- |
| **Online Learning Module title** | **Subject Matter** | **Audience** |
| Technical Bulletin 008 | Existing concealed room-sealed fanned-draught boiler chimney/flue systems in domestic premises | Engineer |
| Technical Bulletin 012 | Visual risk assessment of gas appliances | Engineer |
| Technical Bulletin 120 | The use of pliable corrugated tubing in domestic and non-domestic installations | Engineer |
| Technical Bulletin 139 | Room-sealed fanned-draught vertical condensing flexible flues concealed within voids | Engineer |
| Know CO | Carbon monoxide awareness | Consumer |
| Boiler Safety | Flues in Voids | Consumer |

**Table 6** Assets 8.4: Brand IPR

All IPR subsisting in the Brand are HSE owned and used under licence in accordance with Clause 30.8 of the SCA.

| **Trade Mark Number** | **Description** |
| --- | --- |
| 2503074 | Gas Safe Register logo |
| 2503072 | Gas Safe Register logo variations |
| 2502857 | Gas Safe Register logo (enclosed) |
| 2503078 | Gas Safe Register logo variations (enclosed) |
| 2502988 | Gas Safe logo |
| 2502989 | Gas Safe logo variations |
| 2503079 | Gas Safe logo (enclosed) |
| 2502858 | Gas Safe logo variations (enclosed) |
| 8941651 | EUTM protection of Gas Safe Register logo usage across Europe |
| 8941668 | EUTM protection of Gas Safe logo usage across Europe |
| 2649825 | Gas Safe |

**Table 7** Assets 9.4: Website factsheets

| **Title** | **Audience** |
| --- | --- |
| Overview of Gas Safe Register | Consumers |
| Requirements for landlords – information for tenants and landlords | Consumers |
| Gas Industry Unsafe Situations Procedure (GIUSP) explained | Consumers |
| Information for landlords and tenants on short term lets | Consumers |
| Don't DIY with gas – how to stay Gas Safe | Consumers |
| Top tips for gas safety in winter | Consumers |
| Top tips for staying Gas Safe on holiday | Consumers |
| Commercial catering gas safety | Consumers |
| Who can legally work on gas appliances? | Consumers |
| How do we investigate illegal gas work? | Consumers |
| A small guide on the notification of gas work in England and Wales | Consumers |
| Gas safety on boats |  |
| Gas safety for carers |  |
| Short term lets |  |
| Notifications factsheet for consumers |  |
| Unregistered gas work factsheet |  |
| Defining the domestic ID card work categories |  |
| Defining the commercial ID card work categories |  |
| Chimney flue disputes |  |
| Illegal gas work factsheet |  |
| Customer information – frozen boiler condensate discharge pipes |  |
| What to consider when making home improvements |  |
| Caravan and motor home gas safety |  |
| Gas Safety Inspection |  |
| Covid 19 consumer inspection |  |
| Buying or selling a home |  |
| What to expect on your probationary inspection |  |
| What to expect on a work inspection |  |

SCHEDULE 19: Dispute Resolution

1. Introduction
   1. The Parties shall seek to resolve a Dispute:
      1. first in good faith (as prescribed in paragraph 1.4.1 to 1.4.5 of this Schedule 19);
      2. where the Dispute has not been resolved by good faith, the Parties shall attempt to resolve the Dispute by commercial negotiation (as prescribed in paragraph 2 of this Schedule 19);
      3. where the Dispute has not been resolved in good faith and commercial negotiation has been unsuccessful in resolving the Dispute, then either Party may serve a Dispute Notice and shall attempt to resolve the Dispute through mediation (as prescribed in paragraph 3 of this Schedule 19); and
      4. if mediation is not agreed by the Parties, the Parties may proceed to arbitration (as prescribed in paragraph 5 of this Schedule 19) or litigation (in accordance with Clause 62 of this Agreement (Governing Law and Jurisdiction)).
   2. Specific issues may be referred to Expert Determination (as prescribed in paragraph 4 of this Schedule 19) where specified under the provisions of this Agreement and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 3.3.2 of this Schedule 19.
   3. NOT USED
   4. *Good faith discussions*
      1. Pursuant to paragraph 5.1 of this Schedule 19, if any Dispute arises HSE Contract Manager and the Provider Contract Manager shall attempt first to resolve the Dispute in good faith, which may include (without limitation) either Party holding an Extraordinary Meeting.
      2. Either Party may hold an Extraordinary Meeting by serving written notice. The written notice must give the receiving party at least five (5) Working Days’ notice of when the Extraordinary Meeting is to take place.
      3. HSE Contract Manager and Provider Contract Manager shall attend the Extraordinary Meeting. The key personnel of the Parties may also attend the Extraordinary Meeting.
      4. The representatives of the Parties attending the Extraordinary Meeting shall use their best endeavours to resolve the Dispute.
      5. If the Dispute is not resolved at the Extraordinary Meeting then the Parties may attempt to hold additional Extraordinary Meetings in an attempt to resolve the Dispute. If the Extraordinary Meetings are unsuccessful in resolving the Dispute or the Dispute has not been resolved through good faith discussions thirty (30) Working Days from when they first started, the Parties shall attempt to resolve the Dispute by commercial negotiation.
2. Commercial negotiations
   1. Where the Parties have been unable to resolve the Dispute in good faith under paragraph 1.4 of this Schedule 19, pursuant to paragraph 1.1.2 HSE and the Provider shall use reasonable endeavours to resolve the Dispute by discussion between Senior Officers.
   2. Senior Officers shall resolve the Dispute as soon as possible and in any event thirty (30) Working Days from the date Parties agree good faith discussions were deemed unsuccessful.
   3. If Senior Officers:
      1. are of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution; or
      2. fail to resolve the Dispute in the timelines under paragraph 2.2 of this Schedule 19,

commercial negotiations shall be deemed unsuccessful and either Party may serve a Dispute Notice in accordance with paragraph 2.4 of this Schedule 19.

* 1. *Dispute Notice*
     1. The Dispute Notice shall set out:
        1. the material particulars of the Dispute;
        2. the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
        3. if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 6 of this Schedule 19, the reason why.
     2. Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure.

1. Mediation
   1. Pursuant to paragraph 1.1.3 of this Schedule 19, if a Dispute Notice is served, the Parties shall attempt to resolve the Dispute by way of mediation. The Parties may follow the CEDR's Model Mediation Procedure which is current at the time the Dispute Notice is served (or such other version as the Parties may agree) or a mediation procedure that is agreed between the Parties.
   2. If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Dispute Notice then either Party may apply to CEDR to nominate the Mediator.
   3. If neither Party applies to CEDR to nominate the Mediator or an application to CEDR is unsuccessful under paragraph 3.3 of this Schedule 19, either Party may proceed to:
      1. hold further discussions between Senior Officers; or
      2. an Expert determination, as prescribed in paragraph 4 of this Schedule 19; or
      3. arbitration, as prescribed in paragraph 5 of this Schedule 19; or
      4. litigation in accordance with Clause 62 of this Agreement (Governing Law and Jurisdiction).
   4. If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
   5. Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Variation Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.
   6. The costs of any mediation procedure used to resolve the Dispute under paragraph 3 of this Schedule 19 shall be shared equally between the Parties.
2. Expert determination
   1. If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a technical matter of an accounting or financing nature (as the Parties may agree), either Party may request (such request shall not be unreasonably withheld or delayed by the Parties) by written notice to the other that the Dispute is referred to an Expert for determination.
   2. The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the relevant professional body.
   3. The Expert shall act on the following basis:
      1. he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
      2. the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
      3. the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
      4. any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
      5. the process shall be conducted in private and shall be confidential; and
      6. the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.
3. Arbitration
   1. Either of the Parties may, at any time before court proceedings are commenced and after the Parties have attempted to resolve the Dispute in good faith, by commercial negotiation, mediation and Expert determination (if applicable), refer the Dispute to arbitration in accordance with the provisions of paragraph 5.3 of this Schedule 19.
   2. Before the Provider commences court proceedings or arbitration, it shall serve written notice on HSE of its intentions and HSE shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a “**Counter Notice**”) on the Provider requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph  5.3 of this Schedule 19 or be subject to the jurisdiction of the courts in accordance with Clause 62 of this Agreement (Governing Law and Jurisdiction). The Provider shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.
   3. If:
      1. the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 5.4 of this Schedule 19 shall apply;
      2. the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 62 of this Agreement (Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Provider shall not commence arbitration proceedings;
      3. HSE does not serve a Counter Notice within the fifteen (15) Working Days period referred to in paragraph 5.2 of this Schedule 19, the Provider may in accordance with the intent stated pursuant to paragraph 5.2 either commence arbitration proceedings in accordance with paragraph 5.4 of this Schedule 19 or commence court proceedings in the courts in accordance with Clause 62 of this Agreement (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.
   4. In the event that any arbitration proceedings are commenced pursuant to paragraphs 5.1 to 5.3 of this Schedule 19, the Parties hereby confirm that:
      1. the dispute (including any issue as to the existence, validity or performance of this Agreement) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (“**LCIA**”) (subject to paragraphs 5.4.3 and 5.4.6 of this Schedule 19);
      2. the arbitration shall be administered by the LCIA;
      3. the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
      4. if the Parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
      5. the arbitration proceedings shall take place in London and in the English language; and
      6. the seat of the arbitration shall be London.
4. Expedited Dispute Timetable
   1. In exceptional circumstances where the use of the times in this Schedule 19 would be considered unreasonable by the Parties, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of HSE.
   2. If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 6.1 of this Schedule 19 or is otherwise specified under the provisions of this Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs of this Schedule 19:
      1. in paragraph 1.4.5, fourteen (14) Working Days;
      2. in paragraph 2.2, ten (10) Working Days;
      3. in paragraph 3.2, ten (10) Working Days;
      4. in paragraph 4.2, five (5) Working Days; and
      5. in paragraph 5.2, ten (10) Working Days.
   3. If at any point it becomes clear that an applicable deadline under paragraph 6.2 of this Schedule 19 cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the relevant deadline.
   4. If, pursuant to paragraph 6.2 of this Schedule 19, the Parties fail to agree within two (2) Working Days after the relevant deadline has passed, HSE may set a revised deadline provided that it is no less than five (5) Working Days before the end of the period of time specified in the applicable paragraphs under paragraph 6.2 (or no less than two (2) Working Days in the case of paragraph 4.2 of this Schedule 19).
   5. Any agreed extension under paragraph 6.2 of this Schedule 19 shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If HSE fails to set such a revised deadline then the use of the Expedited Dispute Timetable shall cease and the normal time periods shall apply from that point onwards.
5. Urgent relief
   1. Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
      1. for interim or interlocutory remedies in relation to this Agreement or infringement by the other Party of that Party’s Intellectual Property Rights; or
      2. where compliance with paragraph 1.1 of this Schedule 19 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period; or
      3. if the Parties fail to resolve the Dispute following good faith discussions and commercial negotiations and mediation (where applicable) is unsuccessful within sixty (60) working days or such period as may be agreed by the Parties then any Dispute between the Parties may be referred to the Courts.

SCHEDULE 20: IT Requirements

Introduction

1. Overview
   1. This Schedule sets out the requirements for:
      1. the IT and data architecture;
      2. IT security;
      3. data quality auditing and reporting.
2. General architecture
   1. The Provider will support, maintain and improve the existing IT elements of the service, including those components currently provided by the Previous Provider or third parties as a shared service not dedicated to the Services. See attached diagram for more details.

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* 1. Provider must ensure that data portability is maintained. Specifically this requires a web-based, open standards based, tiered architecture that supports loosely coupled components for ease of maintenance and integration.
  2. Provider must ensure that all COTS Software (as defined in Schedule 21 (Security Requirements and Plan) is kept up to date such that all COTS Software are always in mainstream support throughout the Term unless otherwise agreed by HSE in writing. All COTS Software should be no more than N-1 versions behind the latest software release.

1. Security
   1. The IT aspects of the service must align to the NCSC 14 Cloud Security principles where appropriate and the UK Government Cyber Essentials scheme. The solution administers stakeholder and HSE-owned OFFICIAL data and must be secured appropriately in accordance with the [Government Security Classifications](https://www.gov.uk/government/publications/government-security-classifications) and Government Functional Standard for Security, GovS007.
   2. Data storage devices must be sanitised at the end of their operational life or use for GSR and will fall within existing HSE policies and procedures for secure disposal.
   3. The Provider must have an effective IT and information security, management and administration governance structure and process.
   4. The Provider must have an effective change management process. This must include a full design documentation set and associated audit trail process and records
   5. The Provider must have an effective vulnerability management process:
      1. the HSE Patching Policy applies. The key principles are that vulnerabilities are actively sought in and removed from all applications and platforms that make up the system;
      2. the Provider shall be responsible for deploying and where appropriate, creating patches to remediate all security vulnerabilities.
   6. Secure processes, such as separation of administrative duties and principle of least privilege, must be maintained.
   7. Development and change processes should follow recognised best practice and consider security throughout the software development lifecycle. Independent security testing of the system and remediation may be required before acceptance of changes.
   8. Secure user management, including the process of registration and deregistration, must be maintained.
   9. 2 or multi- factor authentication, as per NCSC guidance ([Multi-factor authentication for online services - NCSC.GOV.UK](https://www.ncsc.gov.uk/guidance/multi-factor-authentication-online-services)) must be applied, with::
      1. the selection of authentication mechanism justified by risk assessment;
      2. the authentication mechanism protected (e.g. against repeated password attempts or session capture).
   10. The protection of the external interface of the system against web-based attack must be maintained or improved.
   11. For secure system administration:
       1. separate channels must be used and administration from or across the external interface shall not be possible.
   12. The system should encourage secure behaviour by all users. Where changes are made:
       1. the system should apply the NCSC Secure by Default principles (see link in Table 1 below), particularly ‘security should not require specific technical understanding or non-obvious behaviour from the user’;
       2. understandable documentation must also be available that sets out the security implications of changes to configuration available to end users and privileged users;
       3. unnecessary features or services must be disabled or removed.
   13. The Provider must adhere to the security standards listed in Table 1.

**Table 1** Security standards references

|  | **Link or standard** |
| --- | --- |
| Government Functional Standards | [Functional Standards - GOV.UK (www.gov.uk)](https://www.gov.uk/government/collections/functional-standards) |
| Government Functional Standard for Security GovS 007 | <https://www.gov.uk/government/publications/government-functional-standard-govs-007-security> |
| Security Policy Framework | <https://www.gov.uk/government/publications/security-policy-framework> |
| Data centre and physical data security | [CSA CCM v3.0](https://www.ncsc.gov.uk/guidance/cloud-security-standards-and-definitions)  [SSAE-16 / ISAE 3402](https://www.ncsc.gov.uk/guidance/cloud-security-standards-and-definitions) |
| Information security governance | [ISO/IEC 27001](https://www.ncsc.gov.uk/guidance/cloud-security-standards-and-definitions) |
|  |  |
| Secure development | [Safecode ‘Fundamental Practices for Secure Software Development’](https://www.ncsc.gov.uk/guidance/cloud-security-standards-and-definitions)  [ISO/IEC 27034](https://www.ncsc.gov.uk/guidance/cloud-security-standards-and-definitions)  The OWASP (https://www.owasp.org), including <https://www.owasp.org/index.php/Category:OWASP_Application_Security_Verification_Standard_Project> |
|  |  |
| NCSC Secure Design principles | <https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main>  <https://www.ncsc.gov.uk/articles/secure-default> |
| Cyber essentials | <http://www.cyberessentials.org/index.html> |

1. Data
   1. The Provider will maintain a decoupled data tier as part of the overall solution.
   2. The Provider must maintain portability of the data from the IT solution. This is to ensure HSE can easily transfer the data to an alternative solution in the future.
   3. HSE must retain the ability to export all data from the register on request, in a format/sequence to be agreed with HSE.
   4. The Provider must maintain the Application Programming Interfaces (APIs) and user interfaces with third parties and to enable HSE operational access to the data.
   5. The Provider must ensure that the interfaces have sufficient safeguards to prevent:
      1. individuals or organisations not listed gaining access to Provider's System and the Registration Data;
      2. individuals and organisations listed from gaining access to aspects of the Provider's system or registration data not required for the activities for which those individuals and organisations are listed.
   6. The Provider must ensure there is a process in place to maintain these APIs in accordance with HSE’s changing needs over time.
   7. The Provider must maintain a fully annotated data model of the underlying system to include identification of all personal identifiable data items.
      1. Tables must be documented;
      2. All attributes must have their definitions documented and agreed with HSE;
      3. All attributes must be classified by type;
      4. Where ostensibly non-personally identifiable information combines to create personally identifiable information (PII), the attributes must be classified as PII;
   8. The Provider will be responsible for data quality within the system. This will be subject to a regular data quality audit which will be reviewed by HSE, as described in Annex 1 to this Schedule 20.
2. Data management
   1. It will be necessary for the Provider to maintain the data management function for the Gas Safety Register. This includes:
   2. Separation of user access and activities must be maintained, including:
      1. separation between authorised:
         1. external users;
         2. provider users;
         3. privileged and standard users;
      2. integration into staff user, movers and leavers processes;
      3. ensuring that each role only has access to information required to perform their tasks;
      4. an audit trail of users, their access levels, and all associated changes;
      5. regular review of user access with associated audit trail;
      6. documentation in a user access control procedure;
   3. The identification of data owners and stewards. This should include Provider roles together with HSE roles;
   4. A clearly documented issue resolution process with associated roles and responsibilities;
   5. A regular data audit, as described in Annex 1 of this Schedule 20;
   6. Identification of personally identifiable information together with evidence that this information is encrypted both in transit and rest. A personally identifiable information impact analysis must be completed for the initial build and ongoing changes;
   7. Terms and conditions for the system that cover as a minimum:
      1. a description of all processes and associated profiling;
      2. a description of all external services used by the system (e.g. payment engines);
      3. a statement that acknowledges that data from the system will be used for regulatory activity, together with a statement that explains that anonymised data may be used commercially by HSE.
3. Government Digital Service Standard
   1. All public facing transactional services must meet the Government Digital Services Standard.

Annex 1 – Data Quality Audit requirements

1. Frequency of audit
   1. The Provider shall carry out a quarterly data quality audit within five (5) Working Days of the end of a quarter.
   2. The audit shall consider all interfacing systems, whether internal or third-party systems. For third-party systems, assurance must be demonstrated that the third-party has compliant data-related processes in place and evidence of their operation can be provided.
   3. The Provider shall prepare a report of the results of the data quality audit, the data quality report, and submit this report to HSE within ten (10) Working Days of the end of the quarter.
2. Data Quality Audit and Reporting
   1. Paragraph 8 sets out the requirements for the reviewing and reporting requirements for the data quality audit:
   2. Systems (all interfacing systems, whether third-party of internal)
      1. Total number of systems;
      2. Number of internal systems;
      3. Number of third-party systems.
   3. Paragraphs 8.4 – 8.10 describe the detailed reporting requirements for each internal system:
   4. Change and version control log:
      1. Number of changes during the reporting period;
      2. Version now running;
   5. Data owners and stewards;
      1. Identified individuals from HSE and the Provider;
      2. Movers, starters and leavers;
   6. User control:
      1. Matrix of users, job roles and access levels;
      2. Summary of movers, starters and leavers;
      3. Review of data access by role;
   7. Detailed analysis of the data content of the system should include but not be limited to:
      1. Attributes:
         1. number of attributes in system;
         2. number of attributes without a signed off definition;
         3. % of attributes without a signed off definition;
         4. number of attributes classified;
         5. number of attributes classified by commercial sensitivity;
         6. number of attributes classified by Personally Identifiable Information;
      2. Schemas and tables:
         1. number of schemas;
         2. number of tables;
         3. number of attributes per table;
      3. Structural integrity:
         1. total number of keys;
         2. number of unitary keys;
         3. number of compound keys;
         4. number of foreign keys;
         5. joins;
         6. identification of orphan records;
      4. Content integrity:
         1. minimum;
         2. maximum;
         3. pattern;
         4. null distribution;
         5. ranges of values;
         6. outliers;
   8. Materiality calculations must be signed off by the HSE Data Owner:
      1. classification completeness (coverage reported as a percentage of the total);
      2. ownership completeness (coverage reported as a percentage of the total).
   9. Checks (quality rules):
      1. Checks by type and date;
      2. Frequency of checks;
      3. Number of exceptions:
         1. open;
         2. closed;
         3. in progress;
   10. Exceptions:
       1. Impact of exceptions. Exceptions must have a quantifiable materiality impact assessment.
       2. Priority classification;
       3. Exception resolution progress – maximum, minimum and mean exception resolution time:
          1. unit values;
          2. cumulative totals;
          3. percentages.

SCHEDULE 21: Security Requirements and Plan

12/08/2013

1. Definitions
   1. In this Schedule:

|  |  |
| --- | --- |
| “Anti-Malicious Software” | means software that scans for and identifies possible Malicious Software in the IT Environment; |
| “Breach of Security" | means:   1. an event that results, or could result, in: 2. any unauthorised access to or use of the HSE Data, the Services and/or the Information Management System; and/or 3. the loss, corruption and/or unauthorised disclosure of any information or data (including the Confidential Information and the HSE Data), including any copies of such information or data, used by HSE and/or the Provider in connection with this Agreement; |
| “Certification Requirements” | means the information security requirements set out in paragraph 6 of this Schedule; |
| “CHECK Service Provider” | means a company which has been certified by the National Cyber Security Centre, holds "Green Light" status and is authorised to provide the IT Health Check services required by paragraph 7.1 of this Schedule; |
| "COTS Software" | means software (including open source software) that:  (a) the relevant supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and  (b) has a significant customer base with respect to the date of first release and the relevant market but excluding affiliates and other entities related to the licensor; |
| “CREST Service Provider” | means a company with a SOC Accreditation from CREST International; |
|  |  |
| “Cyber Essentials” | means the Cyber Essentials certificate issued under the Cyber Essentials Scheme; |
| “Cyber Essentials Plus” | means the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme; |
| “Cyber Essentials Scheme” | means the Cyber Essentials scheme operated by the National Cyber Security Centre; |
| “HSE System” | HSE's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by HSE or the Provider in connection with this Agreement which is owned by HSE or licensed to it by a third party and which interfaces with the Provider System or which is necessary for HSE to receive the Services; |
| “Higher Risk Sub-Contractor” | means a Sub-contractor that Processes HSE Data[, where that data includes either:   1. the Personal Data of 1000 or more individuals in aggregate during the period between the first Service Start Date and the date on which this Agreement terminates in accordance with its terms; and/or 2. any part of that data includes any of the following:    1. financial information (including any tax and/or welfare information) relating to any person;    2. any information relating to actual or alleged criminal offences (including criminal records);    3. any information relating to children and/or vulnerable persons;    4. any information relating to social care;    5. any information relating to a person’s current or past employment; or    6. Special Category Personal Data; or 3. HSE in its discretion, designates a Sub-Contractor as a Higher Risk Sub-Contractor in any procurement document related to this Agreement; or 4. HSE considers in its discretion, that any actual or potential Processing carried out by the Sub-Contractor is high risk. |
| “Incident Management Process” | means the process which the Provider shall implement immediately after it becomes aware of a Breach of Security which is intended to restore normal operations as quickly as possible, minimising any adverse impact on HSE Data, HSE, the Services and/or users of the Services and which shall be shall be prepared by the Provider in accordance with paragraph 4 of this Schedule using the template set out in Annex 3 to this Schedule; |
| “Information Assurance Assessment” | means the set of policies, procedures, systems and processes which the Provider shall implement, maintain and update in accordance with paragraph 4 of this Schedule in order to manage, mitigate and, where possible, avoid information security risks including cyber-attacks, hacks, data leaks, Personal Data Breaches and/or theft and which shall be prepared by the Provider using the template set out in Annex 3 to this Schedule; |
| “Information Management System” | means   1. those parts of the Provider System, and those of the Sites, that the Provider or its Sub-contractors will use to provide the parts of the Services that require Processing of HSE Data; and 2. the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources); |
| “Information Security Approval Statement” | means a notice issued by HSE which sets out the information risks which the Provider has identified as being associated with using the Information Management System and confirms that:   1. HSE is satisfied that the identified risks have been adequately and appropriately addressed; 2. HSE has accepted the residual risks; and 3. the Provider may use the Information Management System to Process HSE Data; |
| "IT Environment" | means the HSE System and the Provider System; |
| “IT Health Check” | has the meaning given in paragraph 7.1(a) of this Schedule; |
| "Malicious Software" | any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence; |
| “Medium Risk Sub-Contractor” | means a Sub-Contractor that Processes HSE Data, where that data   1. includes the Personal Data of between 100 and 999 individuals (inclusive) in the period between the first Operational Services Start Date and the date on which this Agreement terminates in accordance with Clause 4.1(b); and 2. does not include Special Category Personal Data; |
| “NCSC” | the National Cyber Security Centre or any replacement or successor body carrying out the same function; |
| “Process” | means any operation which is performed on data, whether or not by automated means, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction; |
| “Provider System” | the information and communications technology system used by the Provider in implementing and performing the Services including the Service Assets, configuration and management utilities, calibration and testing tools and related cabling (but excluding the HSE System); |
| “Remediation Action Plan” | has the meaning given in paragraph 7.3(c)(i) of this Schedule; |
| “Required Changes Register” | mean the register within the Security Management Plan which is to be maintained and updated by the Provider and which shall record each of the changes that the Provider shall make to the Information Management System and/or the Security Management Plan as a consequence of the occurrence of any of the events set out in paragraph 5.2 of this Schedule together with the date by which such change shall be implemented and the date on which such change was implemented; |
| “Risk Register” | is the risk register within the Information Assurance Assessment which is to be prepared and submitted to HSE for approval in accordance with paragraph 4 of this Schedule; |
| “Security Management Plan” | means the document prepared by the Provider using the template in Annex 3, comprising:   1. the Information Assurance Assessment; 2. the Required Changes Register; and 3. the Incident Management Process; and |
| "Special Category Personal Data" | means the categories of Personal Data set out in article 9(1) of the UK GDPR. |

1. Introduction
   1. This Schedule sets out:
      * 1. the arrangements the Provider must implement before, and comply with when, providing the Services and performing its other obligations under this Agreement to ensure the security of HSE Data and the Information Management System;
        2. the Certification Requirements applicable to the Provider and each of those Sub-contractors which Processes HSE Data;
        3. the security requirements in Annex 1to this Schedule, with which the Provider must comply;
        4. the tests which the Provider shall conduct on the Information Management System during the Term; and
        5. the Provider's obligations to:
           1. return or destroy HSE Data on the expiry or earlier termination of this Agreement; and
           2. prevent the introduction of Malicious Software into the Provider System and to scan for, contain the spread of, and minimise the impact of Malicious Software which is introduced into the Provider System in paragraph 9; and
           3. report Breaches of Security to HSE.
2. Principles of Security
   1. The Provider acknowledges that HSE places great emphasis on the confidentiality, integrity and availability of HSE Data and, consequently on the security of:
      * 1. the Sites;
        2. the IT Environment;
        3. the Information Management System; and
        4. the Services.
   2. Notwithstanding the involvement of HSE in assessing the arrangements which the Provider implements to ensure the security of HSE Data and the Information Management System, the Provider shall be, and shall remain, responsible for:
      * 1. the security, confidentiality, integrity and availability of HSE Data whilst that HSE Data is under the control of the Provider or any of its Sub-contractors; and
        2. the security of the Information Management System.
   3. The Provider shall:
      * 1. comply with the security requirements in Annex 1;
        2. comply with the HSE’s Security Policy provided in paragraph 11.1 in Annex 1; and
        3. ensure that each Sub-Contractor that Processes HSE Data complies with the Sub-Contractor Security Requirements.
   4. The Provider shall provide HSE with access to Provider Personnel responsible for information assurance to facilitate HSE's assessment of the Provider's compliance with its obligations set out in this Schedule at reasonable times on reasonable notice.
3. Information Security Approval Statement
   1. The Provider must ensure that its Transition Plan sets out in sufficient detail how it will ensure compliance with the requirements of this Schedule, including any requirements imposed on Sub-Contractors by Annex 2 to this Schedule, from the Services Start Date.
   2. The Provider may not use the Information Management System to Process HSE Data unless and until:
      * 1. the Provider has procured the conduct of an IT Health Check of the Provider System by a CHECK Service Provider or a CREST Service Provider in accordance with paragraph 7.1 of this Schedule; and
        2. HSE has issued the Provider with an Information Security Approval Statement in accordance with the process set out in this paragraph 4.
   3. The Provider shall document in the Security Management Plan how the Provider and its Sub-contractors shall comply with the requirements set out in this Schedule and the Agreement in order to ensure the security of HSE Data and the Information Management System.
   4. The Provider shall prepare and submit to HSE within 20 Working Days of the date of this Agreement, the Security Management Plan, which comprises:
      * 1. an Information Assurance Assessment;
        2. the Required Changes Register; and
        3. the Incident Management Process.
   5. HSE shall review the Provider's proposed Security Management Plan as soon as possible and, in any event within 20 Working Days of receipt and shall either issue the Provider with:
      * 1. an Information Security Approval Statement, which shall confirm that the Provider may use the Information Management System to Process HSE Data; or
        2. a rejection notice, which shall set out HSE's reasons for rejecting the Security Management Plan.
   6. If HSE rejects the Provider's proposed Security Management Plan, the Provider shall take HSE's reasons into account in the preparation of a revised Security Management Plan, which the Provider shall submit to HSE for review within 10 Working Days or such other timescale as agreed with HSE.
   7. HSE may require, and the Provider shall provide HSE and its authorised representatives with:
      * 1. access to the Provider Personnel;
        2. access to the Information Management System to audit the Provider and its Sub-contractors’ compliance with this Agreement; and
        3. such other information and/or documentation that HSE or its authorised representatives may reasonably require,

to assist HSE to establish whether the arrangements which the Provider and its Sub-Contractors have implemented in order to ensure the security of HSE Data and the Information Management System are consistent with the representations in the Security Management Plan. The Provider shall provide the access required by HSE in accordance with this paragraph within 10 Working Days of receipt of such request, except in the case of a Breach of Security in which case the Provider shall provide HSE with the access that it requires within 24 hours of receipt of such request.

1. Compliance Reviews
   1. The Provider shall regularly review and update the Security Management Plan, and provide such to HSE, at least once each year and as required by this paragraph 5.
   2. The Provider shall notify HSE within 2 Working Days after becoming aware of:
      * 1. a significant change to the components or architecture of the Information Management System;
        2. a new risk to the components or architecture of the Information Management System;
        3. a vulnerability to the components or architecture of the Service which is classified 'Medium', 'High', 'Critical' or 'Important' in accordance with the classification methodology set out in paragraph 9.2 of Annex 1 to this Schedule;
        4. a change in the threat profile;
        5. a significant change to any risk component;
        6. a significant change in the quantity of Personal Data held within the Service;
        7. a proposal to change any of the Sites from which any part of the Services are provided; and/or
        8. an ISO/IEC 27001 (at least ISO/IEC 27001:2013) audit report produced in connection with the Certification Requirements indicates significant concerns.
   3. Within 10 Working Days of such notifying HSE or such other timescale as may be agreed with HSE, the Provider shall make the necessary changes to the Required Changes Register and submit the updated Required Changes Register HSE for review and approval.
   4. Where the Provider is required to implement a change, including any change to the Information Management System, the Provider shall effect such change at its own cost and expense.
2. Certification Requirements
   1. The Provider shall be certified as compliant with:
      * 1. ISO/IEC 27001 (at least ISO/IEC 27001:2013) by a UK Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013); and
        2. Cyber Essentials PLUS,

and shall provide HSE with a copy of each such certificate of compliance before the Provider shall be permitted to receive, store or Process HSE Data.

* 1. The Provider shall ensure that each Higher Risk Sub-Contractor is certified as compliant with either:
     + 1. ISO/IEC 27001 (at least ISO/IEC 27001:2013) by a UK Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013); or
       2. Cyber Essentials PLUS,

and shall provide HSE with a copy of each such certificate of compliance before the Higher-Risk Sub-Contractor shall be permitted to receive, store or Process HSE Data.

* 1. The Provider shall ensure that each Medium Risk Sub-Contractor is certified compliant with Cyber Essentials.
  2. The Provider shall ensure that the Provider and each Sub-Contractor who is responsible for the secure destruction of HSE Data:
     + 1. securely destroys HSE Data only on Sites which are included within the scope of an existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013);
       2. should satisfy HSE that their data destruction/deletion practices comply with UK GDPR requirements and follows all relevant NCSC guidance; and
       3. must maintain an asset register of all HSE supplied information, data and equipment to ensure HSE assets are returned and/or deleted.
  3. The Provider shall provide HSE with evidence of its and its Sub-Contractor's compliance with the requirements set out in this paragraph 6 before the Provider or the relevant Sub-Contractor (as applicable) may carry out the secure destruction of any HSE Data.
  4. The Provider shall notify HSE as soon as reasonably practicable and, in any event within 2 Working Days, if the Provider or any Sub-Contractor ceases to be compliant with the Certification Requirements and, on request from HSE, shall or shall procure that the relevant Sub-Contractor shall:
     + 1. immediately ceases using HSE Data; and
       2. procure that the relevant Sub-Contractor promptly returns, destroys and/or erases HSE Data in accordance with the requirements set out in this paragraph 6.
  5. HSE may agree to exempt, in whole or part, the Provider or any Sub-Contractor from the requirements of this paragraph 6. Any exemption must be in writing to be effective. The Provider must include the exemption in the Security Management Plan.

1. Security Testing
   1. The Provider shall, at its own cost and expense procure and conduct:
      * 1. testing of the Information Management System by a CHECK Service Provider or a CREST Service Provider (“IT Health Check”); and
        2. such other security tests as may be required by HSE.
   2. The Provider shall:
      * 1. complete all of the above security tests before:
           1. the Provider submits the Security Management Plan to HSE for review in accordance with paragraph 4 of this Schedule; and
           2. before the Provider is given permission by HSE to Process or manage any HSE Data; and
        2. repeat the IT Health Check not less than once every 12 months during the Term and submit the results of each such test to HSE for review in accordance with this paragraph 7.
   3. In relation to each IT Health Check, the Provider shall:
      * 1. agree with HSE the aim and scope of the IT Health Check;
        2. promptly, and no later than ten (10) Working Days, following the receipt of each IT Health Check report, provide HSE with a copy of the full report;
        3. in the event that the IT Health Check report identifies any vulnerabilities, the Provider shall:
           1. prepare a remedial plan for approval by HSE (each a "Remediation Action Plan") which sets out in respect of each vulnerability identified in the IT Health Check report:

how the vulnerability will be remedied;

unless otherwise agreed in writing between the Parties, the date by which the vulnerability will be remedied, which must be:

within three months of the date the Provider received the IT Health Check report in the case of any vulnerability categorised with a severity of “medium”;

within one month of the date the Provider received the IT Health Check report in the case of any vulnerability categorised with a severity of “high”; and

within 7 Working Days of the date the Provider received the IT Health Check report in the case of any vulnerability categorised with a severity of “critical”;

the tests which the Provider shall perform or procure to be performed (which may, at the discretion of HSE, include a further IT Health Check) to confirm that the vulnerability has been remedied;

* + - * 1. comply with the Remediation Action Plan; and
        2. conduct such further tests on the Service as are required by the Remediation Action Plan to confirm that the Remediation Action Plan has been complied with.
  1. The Provider shall ensure that any testing which could adversely affect the Provider System shall be designed and implemented by the Provider so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such tests shall be agreed in advance with HSE.
  2. If any testing conducted by or on behalf of the Provider identifies a new risk, new threat, vulnerability or exploitation technique that has the potential to affect the security of the Information Management System, the Provider shall within 2 Working Days of becoming aware of such risk, threat, vulnerability or exploitation technique provide HSE with a copy of the test report and:
     + 1. propose interim mitigation measures to vulnerabilities in the Information Management System known to be exploitable where a security patch is not immediately available; and
       2. where and to the extent applicable, remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the Provider System) within the timescales set out in the test report or such other timescales as may be agreed with HSE.
  3. The Provider shall conduct such further tests of the Provider System as may be required by HSE from time to time to demonstrate compliance with its obligations set out this Schedule and the Agreement.
  4. The Provider shall notify HSE immediately if it fails to, or believes that it will not, mitigate the vulnerability within the timescales set out in paragraph 7.3 of this Schedule.

1. Security Monitoring and Reporting
   1. The Provider shall:
      * 1. monitor the delivery of assurance activities;
        2. maintain and update the Security Management Plan in accordance with paragraph 5 of this Schedule;
        3. agree a document which presents the residual security risks to inform HSE’s decision to give approval to the Provider to Process and transit HSE Data;
        4. monitor security risk impacting upon the operation of the Service;
        5. report Breaches of Security in accordance with the approved Incident Management Process;
        6. agree with HSE the frequency and nature of the security reports to be prepared and submitted by the Provider to HSE within 20 Working Days of Effective Date.
2. Malicious Software
   1. The Provider shall install and maintain Anti-Malicious Software or procure that Anti-Malicious Software is installed and maintained on any part of the Information Management System which may Process HSE Data and ensure that such Anti-Malicious Software is configured to perform automatic software and definition updates as well as regular scans of the Information Management System to check for, prevent the introduction of Malicious Software or where Malicious Software has been introduced into the Information Management System, to identify, contain the spread of, and minimise the impact of Malicious Software.
   2. If Malicious Software is found, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of HSE Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.
   3. [Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.2 shall be borne by the Provider.
3. Breach of Security
   1. If either Party becomes aware of a Breach of Security it shall notify the other in accordance with the Incident Management Process.
   2. The Incident Management Process shall, as a minimum, require the Provider to do the following upon it becoming aware of a Breach of Security or attempted Breach of Security:
      * 1. Immediately take all reasonable steps necessary to:
           1. minimise the extent of actual or potential harm caused by such Breach of Security;
           2. remedy such Breach of Security to the extent possible;
           3. apply a tested mitigation against any such Breach of Security; and
           4. prevent a further Breach of Security in the future which exploits the same root cause failure;
        2. as soon as reasonably practicable and, in any event, within 2 Working Days, following the Breach of Security or attempted Breach of Security, provide to HSE full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by HSE.
   3. In the event that any action is taken in response to a Breach of Security or attempted Breach of Security as a result of non-compliance by the Provider, its Sub-contractors and/or all or any part of the Information Management System with this Agreement, then such remedial action shall be completed at no additional cost to HSE.

## **ANNEX** **1: SECURITY REQUIREMENTS**

1. Security Classification of Information
   1. If the provision of the Services requires the Provider to Process HSE Data which is classified as:
      * 1. OFFICIAL-SENSITIVE, the Provider shall implement such additional measures as agreed with HSE from time to time in order to ensure that such information is safeguarded in accordance with the applicable Policies and Procedures and Processes; and/or
        2. SECRET or TOP SECRET, the Provider shall only do so where it has notified HSE prior to receipt of such HSE Data and the Provider shall implement additional measures as agreed with HSE from time to time in order to ensure that such information is safeguarded in accordance with the applicable Policies and Procedures and Processes.
2. End User Devices
   1. The Provider must manage, and must ensure that all Sub-Contractors manage, all end-user devices used by the Provider on which HSE Data is Processed in accordance the following requirements:
      1. the operating system and any applications that Process or have access to HSE Data must be in current support by the vendor, or the relevant community in the case of open source operating systems or applications;
      2. users must authenticate before gaining access;
      3. all HSE Data must be encrypted using an encryption tool agreed to by HSE;
      4. the end-user device must lock and require any user to re-authenticate after a period of time that is proportionate to the risk environment, during which the end-user device is inactive;
      5. the end-user device must be managed in a way that allows for the application of technical policies and controls over applications that have access to HSE Data;
      6. the Suppler or Sub-Contractor, as applicable, can, without physical access to the end-user device, remove or make inaccessible all HSE Data on the device and prevent any user or group of users from accessing the device; and
      7. all end-user devices are within in the scope of any current Cyber Essentials Plus certificate held by the Provider, or any ISO/IEC 27001 (at least ISO/IEC 27001:2013) certification issued by a UKAS-approved certification body, where the scope of that certification includes the Services.
   2. The Provider must comply, and ensure that all Sub-Contractors comply, with the recommendations in NCSC Device Guidance, as updated, amended or replaced from time to time, as if those recommendations were incorporated as specific obligations under this Agreement.
   3. Where there any conflict between the requirements of this Schedule and the requirements of the NCSC Device Guidance, the requirements of this Schedule will take precedence.
3. Encryption
   1. The Provider must ensure, and must ensure that all Sub-Contractors ensure, that HSE Data is encrypted:
      1. when stored at any time when no operation is being performed on it; and
      2. when transmitted.
   2. Where the Provider, or a Sub-Contractor, cannot encrypt HSE Data the Provider must:
      1. immediately inform HSE of the subset or subsets of HSE Data it cannot encrypt and the circumstances in which and the reasons why it cannot do so;
      2. provide details of the protective measures the Provider or Sub-Contractor (as applicable) proposes to take to provide equivalent protection to HSE as encryption; and
      3. provide HSE with such information relating to HSE Data concerned, the reasons why that HSE Data cannot be encrypted and the proposed protective measures as HSE may require.
   3. HSE, the Provider and, where HSE requires, any relevant Sub-Contractor shall meet to agree appropriate protective measures for the unencrypted HSE Data.
   4. Where HSE and Provider reach agreement, the Provider must update the Security Management Plan to include:
      1. the subset or subsets of HSE Data not encrypted and the circumstances in which that will occur; and
      2. the protective measure that the Provider and/or Sub-contractor will put in please in respect of the unencrypted HSE Data.
   5. Where HSE and Provider do not reach agreement within 40 Working Days of the date on which the Provider first notified HSE that it could not encrypt certain HSE Data, either Party may refer the matter to be determined in accordance with the Dispute Resolution Procedure.
4. Personnel Security
   1. All Provider Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record.
   2. HSE and the Provider shall review the roles and responsibilities of the Provider Personnel who will be involved in the management and/or provision of the Services in order to enable HSE to determine which roles require additional vetting and a specific national security vetting clearance (e.g. a Counter Terrorist Check; a Security Check). Roles which are likely to require additional vetting and a specific national security vetting clearance include system administrators whose role would provide those individuals with privileged access to IT systems which Process HSE Data or data which, if it were HSE Data, would be classified as OFFICIAL-SENSITIVE.
   3. The Provider shall not permit Provider Personnel who fail the security checks required by paragraphs 4.1 and 4.2 to be involved in the management and/or provision of the Services except where HSE has expressly agreed in writing to the involvement of the named individual in the management and/or provision of the Services.
   4. The Provider shall ensure that Provider Personnel are only granted such access to HSE Data as is necessary to enable the Provider Personnel to perform their role and to fulfil their responsibilities.
   5. The Provider shall ensure that Provider Personnel who no longer require access to HSE Data (e.g. they cease to be employed by the Provider or any of its Sub-Contractors), have their rights to access HSE Data revoked within 1 Working Day.
   6. The Provider shall ensure that Provider Personnel that have access to the Sites, the IT Environment and/or HSE Data receive regular training on security awareness that reflects the degree of access those individuals have to the Sites, the IT Environment and/or HSE Data.
   7. The Provider shall ensure that the training provided to Provider Personnel under paragraph 4.6 includes training on the identification and reporting fraudulent communications intended to induce individuals to disclose Personal Data or any other information that could be used, including in combination with other Personal Data or information, or with other techniques, to facilitate unauthorised access to the Sites, the IT Environment or HSE Data (“phishing”).
5. Identity, Authentication and Access Control
   1. The Provider shall operate an access control regime to ensure:
      * 1. all users and administrators of the Provider System are uniquely identified and authenticated when accessing or administering the Services; and
        2. all persons who access the Sites are identified and authenticated before they are allowed access to the Sites.
   2. The Provider shall apply the ‘principle of least privilege’ when allowing persons access to the Provider System and Sites so that such persons are allowed access only to those parts of the Sites and the Provider System they require.
   3. The Provider shall retain records of access to the Sites and to the Provider System and shall make such record available to HSE on request.
6. Data Destruction or Deletion
   1. The Provider shall:
      * 1. prior to securely sanitising any HSE Data or when requested the Provider shall provide the Government with all HSE Data in an agreed format provided it is secure and readable;
        2. have documented processes to ensure the availability of HSE Data in the event of the Provider ceasing to trade;
        3. securely erase in a manner agreed with HSE any or all HSE Data held by the Provider when requested to do so by HSE and certify to HSE that it has done so unless and to the extent required by Law to retain it other than in relation to HSE Data which is owned or licenced by the Provider or in respect of which the Parties are either Independent Controllers or Joint Controllers;
        4. securely destroy in a manner agreed with HSE all media that has held HSE Data at the end of life of that media in accordance with any specific requirements in this Agreement and, in the absence of any such requirements, as agreed by HSE other than in relation to HSE Data which is owned or licenced by the Provider or in respect of which the Parties are either Independent Controllers or Joint Controllers; and
        5. implement processes which address the National Protective Security Authority and NCSC guidance on secure sanitisation.
7. Audit and Protective Monitoring
   1. The Provider shall collect audit records which relate to security events in the Information Management System or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Provider audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the Information Management System, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of HSE Data.
   2. The Provider and HSE shall work together to establish any additional audit and monitoring requirements for the Information Management System.
   3. The retention periods for audit records and event logs must be agreed with HSE and documented in the Security Management Plan.
8. Location of HSE Data
   1. The Provider shall not and shall procure that none of its Sub-Contractors Process HSE Data outside the UK without the prior written consent of HSE, which may be subject to conditions.
9. Vulnerabilities and Corrective Action
   1. HSE and the Provider acknowledge that from time to time vulnerabilities in the Information Management System will be discovered which unless mitigated will present an unacceptable risk to HSE Data.
   2. The severity of vulnerabilities for COTS Software used by the Provider in the performance of the Services shall be categorised by the Provider as ‘Critical’, ‘Important’ and ‘Other’ by aligning these categories to the vulnerability scoring according to the agreed method in the Security Management Plan and using the appropriate vulnerability scoring systems including:
      * 1. the ‘National Vulnerability Database’ ‘Vulnerability Severity Ratings’: ‘High’, ‘Medium’ and ‘Low’ respectively (these in turn are aligned to CVSS scores as set out by NIST at http://nvd.nist.gov/cvss.cfm); and
        2. Microsoft’s ‘Security Bulletin Severity Rating System’ ratings ‘Critical’, ‘Important’, and the two remaining levels (‘Moderate’ and ‘Low’) respectively.
   3. Subject to paragraph 9.4, the Provider shall procure the application of security patches to vulnerabilities in the Information Management System within:
      * 1. seven (7) days after the public release of patches for those vulnerabilities categorised as ‘Critical’;
        2. thirty (30) days after the public release of patches for those vulnerabilities categorised as ‘Important’; and
        3. sixty (60) days after the public release of patches for those vulnerabilities categorised as ‘Other’.
   4. The timescales for applying patches to vulnerabilities in the Information Management System set out in paragraph 9.3 shall be extended where:
      * 1. the Provider can demonstrate that a vulnerability in the Information Management System is not exploitable within the context of the Services (e.g. because it resides in a software component which is not involved in running in the Services) provided such vulnerabilities shall be remedied by the Provider within the timescales set out in paragraph 9.3 if the vulnerability becomes exploitable within the context of the Services;
        2. the application of a ‘Critical’ or ‘Important’ security patch adversely affects the Provider’s ability to deliver the Services in which case the Provider shall be granted an extension to such timescales of five (5) days, provided the Provider had followed and continues to follow the security patch test plan agreed with HSE; or
        3. HSE agrees a different maximum period after a case-by-case consultation with the Provider under the processes defined in the Security Management Plan.
   5. The Security Management Plan shall include provisions for major version upgrades of all COTS Software to be kept up to date such that all COTS Software are always in mainstream support throughout the Term unless otherwise agreed by HSE in writing. All COTS Software should be no more than N-1 versions behind the latest software release.
10. Secure Architecture
    1. The Provider shall design the Information Management System in accordance with:
       * 1. the NCSC "Security Design Principles for Digital Services", a copy of which can be found at: https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main;
         2. the NCSC "Bulk Data Principles", a copy of which can be found at https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main; and
         3. the NSCS "Cloud Security Principles", a copy of which can be found at: https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles and which are summarised below:
            1. "Cloud Security Principle 1: data in transit protection" which, amongst other matters, requires that user data transiting networks should be adequately protected against tampering and eavesdropping;
            2. "Cloud Security Principle 2: asset protection and resilience" which, amongst other matters, requires that user data, and the assets storing or processing it, should be protected against physical tampering, loss, damage or seizure;
            3. "Cloud Security Principle 3: separation between users" which, amongst other matters, requires that a malicious or compromised user of the service should not be able to affect the service or data of another;
            4. "Cloud Security Principle 4: governance framework" which, amongst other matters, requires that the Provider should have a security governance framework which coordinates and directs its management of the Services and information within it;
            5. "Cloud Security Principle 5: operational security" which, amongst other matters, requires that the Services need to be operated and managed securely in order to impede, detect or prevent a Breach of Security;
            6. "Cloud Security Principle 6: personnel security" which, amongst other matters, requires that where Provider Personnel have access to HSE Data and/or HSE System that those personnel be subject to appropriate security screening and regular security training;
            7. "Cloud Security Principle 7: secure development" which, amongst other matters, requires that the Services be designed and developed to identify and mitigate threats to their security;
            8. "Cloud Security Principle 8: supply chain security" which, amongst other matters, requires the Provider to ensure that appropriate security controls are in place with its Sub-Contractors and other suppliers;
            9. "Cloud Security Principle 9: secure user management" which, amongst other matters, requires the Provider to make the tools available for the HSE to securely manage the HSE's use of the Services;
            10. "Cloud Security Principle 10: identity and authentication" which, amongst other matters, requires the Provider to implement appropriate controls in order to ensure that access to Services interfaces is constrained to authenticated and authorised individuals;
            11. "Cloud Security Principle 11: external interface protection" which, amongst other matters, requires that all external or less trusted interfaces with the Services should be identified and appropriately defended;
            12. "Cloud Security Principle 12: secure service administration" which, amongst other matters, requires that any ICT system which is used for administration of a cloud service will have highly privileged access to that service;
            13. "Cloud Security Principle 13: audit information for users" which, amongst other matters, requires the Provider to be able to provide the HSE with the audit records it needs to monitor access to the Service and the HSE Data held by the Provider and/or its Sub-Contractors; and
            14. "Cloud Security Principle 14: secure use of the service" which, amongst other matters, requires the Provider to educate Provider Personnel on the safe and secure use of the Information Management System.
11. HSE’s Security Policy

11.1 The Policy includes a number of links to other parts of the HSE Intranet which are non-functional if used outside the HSE network.  HSE has reviewed the linked Intranet pages and with the exception of the Personal Commitment Statement, do not consider that they will be of value to bidders.  A copy of the PCS checklist is provided as this does include statement of IT and Information security policies.

## ANNEX 2: SECURITY REQUIREMENTS FOR SUB-CONTRACTORS

1. Application of Annex
   1. This Annex applies to all Sub-Contractors that Process HSE Data.
   2. The Provider must:
      * 1. ensure that those Sub-Contractors comply with the provisions of this Annex;
        2. keep sufficient records to demonstrate that compliance to the HSE; and
        3. ensure that its Transition Plan includes Deliverables, milestones and milestone dates that relate to the design, implementation and management of any systems used by Sub-Contractors to Process HSE Data.
2. Designing and managing secure solutions
   1. The Sub-Contractor shall implement their solution(s) to mitigate the security risks in accordance with the NCSC’s Cyber Security Design Principles https://www.ncsc.gov.uk/collection/cyber-security-design-principles.
   2. The Sub-Contractor must assess their systems against the NCSC Cloud Security Principles: <https://www.ncsc.gov.uk/collection/cloud-security?curPage=/collection/cloud-security/implementing-the-cloud-security-principles> at their own cost and expense to demonstrate that the people, process, technical and physical controls have been delivered in an effective way. The Sub-contractor must document that assessment and make that documentation available to the HSE on the HSE’s request.
3. Data Processing, Storage, Management and Destruction
   1. The Sub-contractor must not Process any HSE Data outside the UK. The HSE may permit the Sub-contractor to Process HSE Data outside the UK and may impose conditions on that permission, with which the Sub-contractor must comply. Any permission must be in writing to be effective.
   2. The Sub-Contractor must when requested to do so by the HSE:
      * 1. securely destroy HSE Data only on Sites which are included within the scope of an existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013);
        2. satisfy the HSE that their data destruction/deletion practices comply with UK GDPR requirements and follows all relevant NCSC guidance; and
        3. maintain an asset register of all HSE supplied information, data and equipment to ensure HSE assets are returned and/or deleted.
4. Personnel Security
   1. The Sub-Contractor must perform appropriate checks on their staff before they may participate in the provision and or management of the Services. Those checks must include all pre-employment checks required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the individual's nationality and immigration status; verification of the individual's employment history; and verification of the individual's criminal record. The HMG Baseline Personnel Security Standard is at https://www.gov.uk/government/publications/government-baseline-personnel-security-standard.
   2. The Sub-Contractor must, if the HSE requires, at any time, ensure that one or more of the Sub-Contractor’s staff obtains Security Check clearance in order to Process HSE Data containing Personal Data above certain volumes specified by the HSE, or containing Special Category Personal Data.
   3. Any Sub-Contractor staff who will, when performing the Services, have access to a person under the age of 18 years must undergo Disclosure and Barring Service checks.
5. End User Devices
   1. The Provider must manage, and must ensure that all Sub-Contractors manage, all end-user devices used by the Provider on which HSE Data is Processed in accordance the following requirements:
      1. the operating system and any applications that Process or have access to HSE Data must be in current support by the vendor, or the relevant community in the case of open source operating systems or applications;
      2. users must authenticate before gaining access;
      3. all HSE Data must be encrypted using an encryption tool agreed to by the HSE;
      4. the end-user device must lock and require any user to re-authenticate after a period of time that is proportionate to the risk environment, during which the end-user device is inactive;
      5. the end-user device must be managed in a way that allows for the application of technical policies and controls over applications that have access to HSE Data;
      6. the Provider or Sub-Contractor, as applicable, can, without physical access to the end-user device, remove or make inaccessible all HSE Data on the device and prevent any user or group of users from accessing the device;
      7. all end-user devices are within in the scope of any current Cyber Essentials Plus certificate held by the Provider, or any ISO/IEC 27001 (at least ISO/IEC 27001:2013) certification issued by a UKAS-approved certification body, where the scope of that certification includes the Services.
   2. The Provider must comply, and ensure that all Sub-Contractors comply, with the recommendations in NCSC Device Guidance, as updated, amended or replaced from time to time, as if those recommendations were incorporated as specific obligations under this Agreement.
   3. Where there any conflict between the requirements of this Schedule and the requirements of the NCSC Device Guidance, the requirements of this Schedule will take precedence.
6. Encryption
   1. The Provider must ensure, and must ensure that all Sub-Contractors ensure, that HSE Data is encrypted:
      1. when stored at any time when no operation is being performed on it; and
      2. when transmitted.
   2. Where the Provider, or a Sub-Contractor, cannot encrypt HSE Data the Provider must:
      1. immediately inform the HSE of the subset or subsets of HSE Data it cannot encrypt and the circumstances in which and the reasons why it cannot do so;
      2. provide details of the protective measures the Provider or Sub-Contractor (as applicable) proposes to take to provide equivalent protection to the HSE as encryption; and
      3. provide the HSE with such information relating to the HSE Data concerned, the reasons why that HSE Data cannot be encrypted and the proposed protective measures as the HSE may require.
   3. HSE, the Provider and, where HSE requires, any relevant Sub-Contractor shall meet to agree appropriate protective measures for the unencrypted HSE Data.
   4. Where HSE and the Provider reach agreement, the Provider must update the Security Management Plan to include:
      1. the subset or subsets of HSE Data not encrypted and the circumstances in which that will occur; and
      2. the protective measure that the Provider and/or Sub-Contractor will put in please in respect of the unencrypted HSE Data.
   5. Where HSE and Provider do not reach agreement within 40 Working Days of the date on which the Provider first notified HSE that it could not encrypt certain HSE Data, either Party may refer the matter to be determined in accordance with the Dispute Resolution Procedure.
7. Patching and Vulnerability Scanning
   1. The Sub-Contractor must proactively monitor supplier vulnerability websites and ensure all necessary patches and upgrades are applied to maintain security, integrity and availability in accordance with the NCSC Cloud Security Principles.
8. Third Party Sub-Contractors
   1. The Sub-Contractor must not transmit or disseminate the HSE Data to any other person unless specifically authorised by the HSE. Such authorisation must be in writing to be effective and may be subject to conditions.
   2. The Sub-Contractor must not, when performing any part of the Services, use any software to Process the HSE Data where the licence terms of that software purport to grant the licensor rights to Process the HSE Data greater than those rights strictly necessary for the use of the software.

## ANNEX 3: SECURITY MANAGEMENT PLAN TEMPLATE

Security Management Plan Template

1. Executive Summary

*<This section should contain a brief summary of the business context of the system, any key IA controls, the assurance work done, any off-shoring considerations and any significant residual risks that need acceptance.>*

1. System Description
   1. Background

*< A short description of the project/product/system. Describe its purpose, functionality, aim and scope.>*

* 1. Organisational Ownership/Structure

*<Who owns the system and operates the system and the organisational governance structure. This should include how any ongoing security management is integrated into the project governance e.g. how a Security Working Group reports to the project board.>*

* 1. Information assets and flows

*<The information assets processed by the system which should include a simple high level diagram on one page. Include a list of the type and volumes of data that will be processed, managed and stored within the supplier system. If personal data, please include the fields used such as name, address, department DOB, NI number etc.>*

* 1. System Architecture

*<A description of the physical system architecture, to include the system management. A diagram will be needed here>*

* 1. Users

*<A brief description of the system users, to include HMG users as well as any service provider users and system managers. If relevant, security clearance level requirements should be included.>*

* 1. Locations

*<Where the data assets are stored and managed from. If any locations hold independent security certifications (e.g. ISO27001 (at least ISO/IEC 27001:2013) these should be noted. Any off-shoring considerations should be detailed.>*

* 1. Test and Development Systems

*<Include information about any test and development systems, their locations and whether they contain live system data.>*

* 1. Key roles and responsibilities

*<A brief description of the lead security roles such as that of the SIRO, IAO, Security manager, Accreditor >*

1. Risk Assessment
   1. Accreditation/Assurance Scope

*<This section describes the scope of the Accreditation/Assurance for the system. The scope of the assurance assessment should be clearly indicated, with components of the architecture upon which reliance is placed but assurance will not be done clearly shown e.g. a cloud hosting service. A logical diagram should be used along with a brief description of the components.>*

* 1. Risk appetite

*<A risk appetite should be agreed with the SRO and included here.>*

* 1. Business impact assessment

*< A description of the information assets and the impact of their loss or corruption (e.g. large amounts of Official Sensitive personal data the loss of which would be severely damaging to individuals, embarrassing to HMG, and make HMG liable to ICO investigations) in business terms should be included. This section should cover the impact on loss of confidentiality, integrity and availability of the assets. The format of this assessment may be dependent on the risk assessment method chosen.>*

* 1. Risk assessment

*<The content of this section will depend on the risk assessment methodology chosen. Experts on the system and business process should have been involved in the risk assessment to ensure the formal risk methodology used has not missed out any risks. The example table below should be used as the format to identify the risks and document the controls used to mitigate those risks. >*

| Risk ID | Inherent risk | Inherent risk level | Vulnerability | Controls | Residual risk level |
| --- | --- | --- | --- | --- | --- |
| R1 | Internet attackers could hack the system. | Medium | The service systems are exposed to the internet via the web portal. | C1: Internet-facing firewalls  C2: Internet-facing IP whitelist  C3: System hardening  C4: Protective monitoring  C5: Application access control  C16: Anti-virus for incoming files  C54: Files deleted when processed  C59: Removal of departmental identifier | Very low |
| R2 | Remote attackers could intercept or disrupt information crossing the internet. | Medium | File sharing with organisations across the internet. | C9: TLS communications  C10: PGP file-sharing | Very low |
| R3 | Internal users could maliciously or accidentally alter bank details. | Medium-High | Users bank details can be altered as part of the normal business function. | C12. System administrators hold SC clearance.  C13. All changes to user information are logged and audited.  C14. Letters are automatically sent to users’ home addresses when bank details are altered.  C15. Staff awareness training | Low |

* 1. Controls

*<The controls listed above to mitigate the risks identified should be detailed. There should be a description of each control, further information and configuration details where relevant, and an assessment of the implementation status of, and assurance in, the control. A sample layout is included below.>*

|  |  |  |  |
| --- | --- | --- | --- |
| ID | Control title | Control description | Further information and assurance status |
| C1 | Internet-facing firewalls | Internet-facing firewalls are in place between the internet and the system’, which restrict access from the internet to the required ports only. | Assured via ITHC firewall rule check |
| C2 | Internet-facing IP whitelist | An IP whitelist is in place for all access from the internet. | Assured via ITHC |
| C15 | Staff awareness training | All staff must undertake annual security awareness training and this process is audited and monitored by line managers. | Assured as part of ISO/IEC 27001 (at least ISO/IEC 27001:2013) certification |

* 1. Residual risks and actions

*<A summary of the residual risks which are likely to be above the risk appetite stated after all controls have been applied and verified should be listed with actions and timescales included.>*

1. In-service controls

*< This section should describe the controls relating to the information lifecycle, including development, testing, in-service, termination and on-going risk management and accreditation assurance. Details of any formal assurance requirements specified in the contract such as security CHECK testing or maintained ISO/IEC 27001 (at least ISO/IEC 27001:2013) certification should be included. This section should include at least:*

* + - 1. *information risk management and timescales and triggers for a review;*
      2. *contractual patching requirements and timescales for the different priorities of patch;*
      3. *protective monitoring arrangements to include how anomalous behaviour is identified and acted upon as well as how logging and auditing of user activity is done;*
      4. *configuration and change management;*
      5. *incident management;*
      6. *vulnerability management;*
      7. *user access management; and*
      8. *data sanitisation and disposal.>*

1. Security Operating Procedures (SyOPs)

*< If needed any SyOps requirements should be included and referenced here.>*

1. Major Hardware and Software and end of support dates

*< This should be a table which lists the end of support dates for hardware and software products and components. An example table is shown below.>*

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Version | End of mainstream Support/Extended Support | Notes/RAG Status |
| Server Host | HP XXXX | Feb 2020/ March 2022 |  |

1. Incident Management Process

*<The suppliers’ process, as agreed with the HSE, should be included here. It must as a minimum include the protocol for how and when incidents will be reported to the HSE and the process that will be undertaken to mitigate the incidents and investigate the root cause.>*

1. Security Requirements for User Organisations

*<Any security requirements for connecting organisations or departments should be included or referenced here.>*

1. Required Changes Register

*<The table below shows the headings for the Required Changes Register which should be maintained and used to update the contents of this document at least annually.>*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Ref | Section | Change | Agreed With | Date agreed | Documentation update | Status |
| 1 | 6.4 | A new Third Party supplier XXXX will be performing the print capability. | HSE name | 11/11/2018 | Jul-2019 | Open |

1. Sub-Contractors

*<This should include a table which shows for each Sub-Contractor their name, the function that they are performing, the data and data volume being processed, the location, and their certification status>*

1. Annex A. ISO/IEC 27001 (at least ISO/IEC 27001:2013) and/or Cyber Essential Plus certificates

*<Any certifications relied upon should have their certificates included>*

1. Annex B. Cloud Security Principles assessment

*<A spreadsheet may be attached>*

1. Annex C. Protecting Bulk Data assessment if required by the HSE/Customer

*<A spreadsheet may be attached>*

1. Annex D. Latest ITHC report and Remediation Action Plan

SCHEDULE 22: Commercially Sensitive Information

1. Purpose and effect
   1. In this Schedule 22 (Commercially Sensitive Information) the Parties have sought to identify the Provider’s Confidential Information that is genuinely commercially sensitive and the disclosure of which may be the subject of an exemption under the FOIA.
   2. Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of information to which this Schedule 22 applies.
   3. Without prejudice to HSE’s obligation to disclose Information in accordance with FOIA or Clause 33 Freedom of Information, HSE will, in its sole discretion, acting reasonably, consider applying the relevant exemption set out in the FOIA to the information set out in the table at paragraph 2 below..
2. Commercially sensitive information

SCHEDULE 23: Scheme Approval

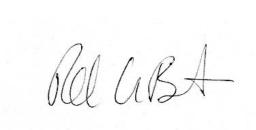
Certificate of Approval - HSE

CERTIFICATE OF APPROVAL – HSE

THE HEALTH AND SAFETY AT WORK ETC 1974

THE GAS SAFETY (INSTALLATION AND USE) REGULATIONS 1998  
CERTIFICATE OF APPROVAL

1. The Health and Safety Executive (“the Executive”), for the purposes of regulation 3(3) of the Gas Safety (Installation and Use) Regulations 1998, approves the class of persons referred to in paragraph 2 as a class of persons of which an employer or self-employed person, as the case may be, must be a member for the purposes of that regulation on and after 1st April 2025.
2. The class of persons is those persons who are included in the Gas Safe Register – the register of gas businesses carrying out gas work in relation to a gas fitting or service pipework – maintained by or on behalf of the Executive.
3. This certificate shall come into force on the 1st April 2025 and shall remain in force until 31st December 2029 or the expiry of a period of 2 months’ notice pursuant to any notice of withdrawal of approval which the Executive may give.



Signed by:

A person duly authorised by the Health and Safety Executive to act on its behalf.

Dated: 20 January 2025

Certificate of Approval – HSENI

**THE HEALTH AND SAFETY AT WORK (NORTHERN IRELAND) ORDER**

**1978**

**THE GAS SAFETY (INSTALLATION AND USE) REGULATINOS (NORTHERN IRELAND) 2004**

**CERTIFICATE OF APPROVAL**

1. The Health and Safety Executive for Northern Ireland (“the Executive”) for the purposes of regulation 3(3) of the Gas Safety (Installation and Use) Regulations (Northern Ireland) 2004, approves the class of persons referred to in paragraph 2 as a class of persons of which an employer or self-employed person, as the case may be, must be a member for the purposes of that regulation on or after 1st April 2025.
2. The class of persons is those persons who are included in the Gas Safe Register – the register of gas businesses carrying out gas work in relation to a gas fitting or service pipework – maintained by or on behalf of the Executive.
3. This certificate shall come into force on the 1st April 2025 and shall remain in force until 31st December 2029 or the expiry of a period of 2 months’ notice pursuant to any notice of withdrawal of approval which the Executive may give.

Signed by:



Robert Kidd

Chief Executive HSENI

A person duly authorised by the Health and Safety Executive for Northern Ireland to act on its behalf.

Dated: 20th January 2025

SCHEDULE 24: Processing, Personal Data and Data Subjects

Introduction

1. Overview
   1. This Schedule sets out the data processing that the Provider is authorised to carry out in accordance with Clause 32 of this Agreement.
   2. The Provider shall comply with any further written instructions with respect to processing by HSE.
   3. Any such further instructions shall be incorporated into this Schedule.
   4. The contact details of HSE's Data Protection Officer are: REDACTED
   5. The contact details of the Provider's Data Protection Officer are: REDACTED
2. Lawful basis for the processing
   1. HSE’s legal basis for the collection and processing of the Personal Data listed in this Schedule is the ‘public task’ basis under Article 6.1(e) of UK GDPR (or the 'consent' basis under Article 7 of UK GDPR in respect of categories 3 and 7 described in the table in paragraph 3.1 below).
   2. The HSE is the controller of the information collected and held by Gas Safe Register. HSE’s legal basis for the collection of Personal Data in relation to the Register is that ‘Processing is necessary for the performance of a task carried out in the exercise of official authority vested in the controller under the Gas Safety (Installation and Use) Regulations 1998’ (Article 6(1)(e)). The legal basis for the collection and processing of the personal data listed in relation to the notification of gas and associated heating and hot water work etc, under the Building Regulations is that ‘Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller’ (Article 6(1)(e)) as the processing is supporting registered gas engineers to fulfil their obligations under the Building Regulations.
3. Description of processing
   1. Where types of Personal Data are collected in relation to multiple categories, they will be listed in each relevant category.

| **Description** | **Details** |
| --- | --- |
| Identity of Controller for each Category of Personal Data | HSE is Controller and the Provider is Processor  The Parties acknowledge that in accordance with Clause 32.2 and for the purposes of the Data Protection Legislation, HSE is the Controller and the Provider is the Processor of the Personal Data described below. |
| Subject matter of the processing | The Provider is instructed to process the data to:   * manage and maintain a register of Businesses and Engineers who are approved to carry out Gas Work in Great Britain and Northern Ireland * support investigation of illegal Gas Work on behalf of HSE and other enforcement agencies * facilitate notification of Gas Work under the Building Regulations in England and Wales * facilitate the voluntary notification of Gas Work under a Declaration of Safety in Scotland and Northern Ireland, for the purposes of delivering the requirements of this Agreement * check competence of registered Businesses and Engineers * enable appropriate levels of access to the Register by consumers, HSE and other enforcement agencies, and registered businesses and engineers * maintain archive information about registrations that are no longer valid * provide witness statements and investigation reports to support HSE enforcement activity * Disseminate relevant gas safety information to Registered Businesses and Engineers |
| Duration of the processing | From the Services Start Date to the Expiry Date, or earlier termination, or at the end of any Termination Assistance Period. |
| Nature and purpose of the processing | Nature of processing:   * Collection * Recording * Organisation * Structuring * Storage * Retrieval * Consultation * Use * Disclosure by transmission, dissemination or otherwise making available * Alignment or combination * Restriction * Erasure or destruction * Risk profiling   Purpose of processing:   * To manage and maintain the Register * To verify the identity of Businesses and Engineers * To verify that individual Engineers hold the required qualifications, and that those qualifications are current * To facilitate the notification of Gas Work as required by the Building Regulations, as notified directly by Businesses or via approved third parties * To facilitate the voluntary notification of Gas Work under a Declaration of Safety directly by Businesses or via approved third parties * To identify individuals or businesses suspected of carrying out illegal Gas Work, and the work they are alleged to have carried out * To enable appropriate consumer access to the Register so that consumers can verify the identity and work categories for a Business or Engineer * To alert Registered Businesses and Engineers to relevant gas safety information via safety alerts * To provide witness statements and investigation reports to support HSE and local authority enforcement activity * To risk profile Registered Businesses and Engineers order to determine Competency Check frequency * To manage consumer and Business / Engineer complaints |
| Categories of Data Subject | Category 1 - Registered Businesses (including applicants and dormant and elapsed registrations)  Category 2 - Registered Engineers (including applicants and dormant and elapsed registrations)  Category 3 - Businesses, Engineers and stakeholders who have opted in to receive marketing information (optional)  Category 4 - Suspected illegal gas fitters / businesses  Category 5 - Consumers / members of the public who have made a complaint against a Registered Business or Engineer, or suspected illegal gas fitter  Category 6 - Consumers, including private landlords, who have had an appliance installed and notified under the Building Regulations or under a Declaration of Safety  Category 7 - Consumers who have opted in to marketing communications (optional)  Category 8 - Stakeholders |
| Category 1 of Data Subject and Type of Personal Data | Registered Businesses (including applicants and dormant and elapsed registrations):   * Name * Address, including postcode * Telephone number * Email address * Employee details * Responsible person name * Risk rating and risk category * Competency Check and Inspection history, and Competency Check and Inspection findings accredited to the Business including:   + any unsafe Gas Work   + any in-scope Gas Work / Building Regulations work identified as not to current standards / not Building Regulations compliant * Complaint history and findings accredited to the Business including:   + any unsafe Gas Work   + any in-scope Gas Work / Building Regulations work identified as not to current standards / not Building Regulations compliant * Registration history   + start and end dates   + correspondence   + notes * Sanctions history (including start and end dates of any suspensions) * Building Regulations notification information, including   + address of the property   + name of business and engineer who carried out the installation * Declarations of Safety (Scotland and Northern Ireland)   + address of the property   + name of business and engineer who carried out the installation * Banking and payment details (if Direct Debit set up)   + Bank account name   + Sort code   + Account number * Appeals against sanctions * Complaints against service |
| Category 2 of Data Subject and Type of Personal Data | Registered Engineers (including applicants and dormant and elapsed registrations):   * Name * Address * Date of Birth * National Insurance Number * Photograph of the individual * Qualifications relating to Gas Work and the categories of Gas Work these Qualifications enable the Engineer to work on, including past (expired) Qualifications * Risk rating and risk category * Inspection history, and inspection findings accredited to the Engineer including   + any unsafe Gas Work   + any in-scope Gas Work / Building Regulations work identified as not to current standards / not Building Regulations compliant * Complaint history * Registration history (start and end dates of registration) * Employment history (Businesses registered with, start and end dates) * Sanctions history (including start and end dates of any suspensions) * Appeals against sanctions * Complaints against service |
| Category 3 of Data Subject and Type of Personal Data | Registered Businesses, Engineers and stakeholders – who have opted in to receive marketing information (optional)   * Business name * Business address * Contact details (name, job title, email address and contact telephone numbers) * Type of business * If a Registered Business or Engineer, Registration number |
| Category 4 of Data Subject and Type of Personal Data | Suspected illegal gas fitters / unregistered businesses suspected of carrying out illegal Gas Work   * Name * Business name * Telephone number * Address of business or individual * Address where suspected illegal Gas Work carried out * Details of the Gas Work carried out * Findings from any Inspections |
| Category 5 of Data Subject and Type of Personal Data | Consumers – complaints:   * Consumer name * Consumer address * Consumer telephone number * Consumer Email address * Complaint information * Complaint history, including copies of documents * Details of work carried out   + Installer details (Business name, Registration Number, name of Engineer)   + Other parties (eg neighbours, landlord) – name, address, contact details * Appeals against sanctions * Complaints against service |
| Category 6 of Data Subject and Type of Personal Data | Consumers – Notifications:   * Consumer name * Consumer address (where appliance installed) * Consumer/householder email address * Delivery address of certificate (if different to installation address) * Registered Business details (Business name, Registration number, installing Engineer, Engineer registration number) |
| Category 7 of Data Subject and Type of Personal Data | Consumers – Marketing (optional):   * Consumer name * Consumer email address * Consumer postcode |
| Category 8 of Data Subject and Type of Personal Data | Stakeholders   * Stakeholder name * Stakeholder email address * Stakeholder address & postcode |
|  |  |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data | Processing shall be carried out during the Term of the Agreement, can cease on expiry or termination, or at the end of any Termination Assistance Period, after which data should be returned to HSE or transferred to a new Provider as advised by HSE.  Data to be disposed of after 10 years from the last activity against the registration.  See HSE’s data retention policy, outlined in the Business Classification Scheme and Disposal Schedule at [www.hse.gov.uk/foi/busclasschem.pdf](http://www.hse.gov.uk/foi/busclasschem.pdf) |
| Locations at which the Provider and/or its Sub-Contractors process Personal Data under this Agreement | Personal data must be held and processed in UK, and in accordance with Clause 32 of this Agreement.  Microsoft Azure – London and Cardiff |
| Protective Measures that the Provider and, where applicable, its Sub-Contractors have implemented to protect Personal Data processed under this Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach | All data is housed in the Microsoft Azure Cloud Service hosted in the UK Data Regions. Where applicable, the Provider and its Sub-Contractors have implemented robust protective measures to safeguard Personal Data processed under this Agreement. These measures include:   * Encryption: Data encryption during transmission and at rest to prevent unauthorised access. * Access Controls: Role-based access management and multi-factor authentication to restrict data access to authorised personnel only. * Monitoring and Auditing: Continuous monitoring of systems and regular security audits to identify and mitigate vulnerabilities. * Secure Data Storage: Use of secure servers and compliance with industry standards for data storage. * Incident Response Plans: Well-defined Capita wide procedures for detecting, responding to, and mitigating the effects of data breaches. * Employee Training: Regular training programs to ensure staff are aware of data protection obligations and best practices. * Sub-Contractor Compliance: Ensuring that Sub-Contractors comply with equivalent security standards and legal requirements. |

1. Sources of personal data
   1. The Provider shall receive personal data about Engineers:
      1. as supplied by Businesses and Engineers during:
         1. registration application;
         2. renewal;
         3. when updating personal or financial information;
         4. when Gas Work is notified under the Building Regulations or Declaration of Safety, directly by the Business, or via a third-party.
      2. via API upload from Awarding Bodies when Qualifications are taken or renewed;
      3. following an Inspection of a Business and/or Engineer;
      4. when complaints are made against Businesses or Engineers.
2. Recipients of Personal Data
   1. The following categories of recipients are approved to receive Personal Data:
      1. enforcement agencies and Government departments, as required to meet their legal or regulatory responsibilities;
      2. local authorities and Local Authority Building Control, limited to:
         1. Property address;
         2. Registered Business name, address and registration number.
      3. gas appliance manufacturers.
3. Existence of automated decision making, including profiling
   1. Registered Businesses and Engineers shall be allocated a risk rating which will determine the risk category they are allocated to.
   2. Risk categories are:
      1. low risk;
      2. medium risk;
      3. higher risk;
      4. targeted higher risk.
   3. The Provider shall profile Businesses and Engineers using:
      1. unsafe Gas Work accredited to the Business or Engineer;
      2. complaint history;
      3. Inspection findings;
      4. location of the business’s registered address or regional depot;
      5. Certified Bodies / Awarding Bodies used for qualifications;
      6. engineer age;
      7. qualifications and resultant work categories;
      8. scope of Gas work undertaken, eg domestic, commercial etc;
      9. registration history.
4. Right to erasure
   1. Right to erasure shall not be applied to registration data, data collected for regulatory purposes or data relating to complaints against businesses or engineers.
   2. Right to erasure may be applied to marketing activity.
5. Right to rectification
   1. The Provider shall rectify inaccurate Personal Data concerning data subjects without delay where an error is reported.
6. Subject Access Requests (SARs)
   1. The Provider shall receive and process any Subject Access Requests on HSE’s behalf in accordance with Clause 32 of this Agreement.
7. Data retention period
   1. Table 2 outlines the data retention periods for different types of data.

**Table 2** Data retention periods

| **Data** | **Retention period** |
| --- | --- |
| Registration data | Until 12 years after the last activity recorded against at Business’s or Engineer’s registration |
| Complaints | Until 12 years after the last activity recorded against at Business’s or Engineer’s registration |
| Awarding Body / Certification Body data not held against an active registration | Until 12 years after the last activity recorded against at Business’s or Engineer’s registration, or for 12 years if never registered |
| Investigations, including those where further action is taken and where no further action is taken | Until 12 years after the last activity recorded against at Business’s or Engineer’s registration |
| PDF images of printed materials such as ID card, certificates etc | Until 6 months after expiry for registration documents, until 12 years after issue for notification certificates |
| Consumer name and/or email address (as applied when requesting copies of notification certificates) | Until 6 months after the copy has been requested |

1. Data breach reporting process
   1. The Provider shall inform HSE of any Data Loss Event in line with the requirements of Clause 32 of this Agreement.
   2. The Provider shall report all data breaches to HSE, not just significant breaches that are required to be notified to the ICO.
2. Approved Sub-processors
   1. As at the Effective Date, the following Sub-processors have been approved by HSE:

|  |  |  |  |
| --- | --- | --- | --- |
| **Organisation** | **Data to be processed** | **Approved processing activity** | **Date agreement in place** |
| **None** |  |  |  |

## ANNEX 1: Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities
   1. With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 1 (*Joint Controller Agreement*) in replacement of Clause 32.2-21.15 (*Where one Party is* *Controller and the other Party is Processor*) and 32.17-24.28 (*Independent* *Controllers of Personal Data*). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.
   2. The Parties agree that the [Provider/HSE]:
      * 1. is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
        2. shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
        3. is solely responsible for the Parties’ compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
        4. is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
        5. shall make available to Data Subjects the essence of this Joint Controller Agreement (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Provider’s/HSE’s] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
   3. Notwithstanding the terms of paragraph 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Data Controller.
2. Undertakings of both Parties
   1. The Provider and HSE each undertake that they shall:
      * 1. report to the other Party every [x] months on:
           1. the volume of Data Subject Access Requests (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
           2. the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
           3. any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party’s obligations under applicable Data Protection Legislation;
           4. any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
           5. any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;

that it has received in relation to the subject matter of the Agreement during that period;

* + - 1. notify each other immediately if it receives any request, complaint or communication made as referred to in paragraphs 2.1(a)(i) to (v); and
      2. provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in paragraphs 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation.
      3. not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Agreement or is required by Law) that disclosure or transfer of Personal Data is otherwise considered to be lawful processing of that Personal Data in accordance with Article 6 of the UK GDPR or EU GDPR (as the context requires). For the avoidance of doubt to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex.
      4. request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information.
      5. ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data
      6. take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
         1. are aware of and comply with their duties under this Annex 1 (*Joint Controller Agreement*) and those in respect of Confidential Information
         2. are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
         3. have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
      7. ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
         1. nature of the data to be protected;
         2. harm that might result from a Data Loss Event;
         3. state of technological development; and
         4. cost of implementing any measures.
      8. ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Provider holds;
      9. ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event;
      10. not transfer such Personal Data outside of the UK and/or the EEA unless the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
          1. the destination country has been recognised as adequate by the UK government is in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
          2. the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable) as agreed with the non-transferring Party which could include the International Data Transfer Agreement or International Data Transfer Agreement Addendum to the European Commission's SCCs as published by the Information Commissioner's Office (as appropriate), as well as any additional measures;
          3. where the transfer is subject to UK GDPR:

the UK International Data Transfer Agreement (the "IDTA") as published by the Information Commissioner's Office or such updated version of such IDTA as is published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time ; or

the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the "EU SCCs"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "Addendum") or such updated version of such Addendum as is published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; and/or

* + - * 1. where the transfer is subject to EU GDPR, the EU SCCs,

(as well as any additional measures determined by the Controller being implemented by the importing party;

* + - * 1. the Data Subject has enforceable rights and effective legal remedies;
        2. the transferring Party complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
        3. the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data.
  1. Each Joint Controller shall use its best endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its’ obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

1. Data Protection Breach
   1. Without prejudice to paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Data Loss Event or circumstances that are likely to give rise to a Data Loss Event, providing the other Party and its advisors with:
      * 1. sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;
        2. all reasonable assistance, including:
           1. co-operation with the other Party and the Information Commissioner investigating the Data Loss Event and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
           2. co-operation with the other Party including taking such reasonable steps as are directed by HSE to assist in the investigation, mitigation and remediation of a Data Loss Event;
           3. co-ordination with the other Party regarding the management of public relations and public statements relating to the Data Loss Event;
           4. providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Data Loss Event, with complete information relating to the Data Loss Event, including, without limitation, the information set out in paragraph 3.2.
   2. Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Data Loss Event which is the fault of that Party, as if it was that Party’s own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Data Loss Event, including providing the other Party, as soon as possible and within 48 hours of the Data Loss Event relating to the Data Loss Event, in particular:
      * 1. the nature of the Data Loss Event;
        2. the nature of Personal Data affected;
        3. the categories and number of Data Subjects concerned;
        4. the name and contact details of the Provider’s Data Protection Officer or other relevant contact from whom more information may be obtained;
        5. measures taken or proposed to be taken to address the Data Loss Event; and
        6. describe the likely consequences of the Data Loss Event.
2. Audit
   1. The Provider shall permit:
      * 1. HSE, or a third-party auditor acting under HSE’s direction, to conduct, at HSE’s cost, data privacy and security audits, assessments and inspections concerning the Provider’s data security and privacy procedures relating to Personal Data, its compliance with this Annex 1 and the Data Protection Legislation.
        2. HSE, or a third-party auditor acting under HSE’s direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 of the UK GDPR by the Provider so far as relevant to the Agreement, and procedures, including premises under the control of any third party appointed by the Provider to assist in the provision of the Services.
   2. HSE may, in its sole discretion, require the Provider to provide evidence of the Provider’s compliance with paragraph 4.1 in lieu of conducting such an audit, assessment or inspection.
3. Impact Assessments
   1. The Parties shall:
      * 1. provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to processing operations, risks and measures);
        2. maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with this Agreement, in accordance with the terms of Article 30 of the UK GDPR.
4. ICO Guidance
   1. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner and/or any relevant Crown Body and/or any other regulatory authority. HSE may on not less than thirty (30) Working Days’ notice to the Provider amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner and/or any other regulatory body.
5. Liabilities for Data Protection Breach

*[Guidance:* ***This paragraph represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]***

* 1. If financial penalties are imposed by the Information Commissioner on either HSE or the Provider for a Data Loss Event ("Financial Penalties") then the following shall occur:
     + 1. If in the view of the Information Commissioner, HSE is responsible for the Data Loss Event, in that it is caused as a result of the actions or inaction of HSE, its employees, agents, contractors (other than the Provider) or systems and procedures controlled by HSE, then HSE shall be responsible for the payment of such Financial Penalties. In this case, HSE will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such data incident. The Provider shall provide to HSE and its third party investigators and auditors, on request and at the Provider's reasonable cost, full cooperation and access to conduct a thorough audit of such data incident;
       2. If in the view of the Information Commissioner, the Provider is responsible for the Data Loss Event, in that it is not a breach that HSE is responsible for, then the Provider shall be responsible for the payment of these Financial Penalties. The Provider will provide to HSE and its auditors, on request and at the Provider’s sole cost, full cooperation and access to conduct a thorough audit of such data incident; or
       3. If no view as to responsibility is expressed by the Information Commissioner, then HSE and the Provider shall work together to investigate the relevant data incident and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any Financial Penalties equally if no responsibility for the Data Loss Event can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure.
  2. If either HSE or the Provider is the defendant in a legal claim brought before a court of competent jurisdiction (“Court”) by a third party in respect of a Data Loss Event, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Data Loss Event shall be liable for the losses arising from such breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
  3. In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the “Claim Losses”):
     + 1. if HSE is responsible for the relevant breach, then HSE shall be responsible for the Claim Losses;
       2. if the Provider is responsible for the relevant breach, then the Provider shall be responsible for the Claim Losses; and
       3. if responsibility is unclear, then HSE and the Provider shall be responsible for the Claim Losses equally.
  4. Nothing in paragraphs 7.2-7.3 shall preclude HSE and the Provider reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Data Loss Event, having regard to all the circumstances of the breach and the legal and financial obligations of HSE.

1. Termination
   1. If the Provider is in material Default under any of its obligations under this Annex 1 (*Joint Controller Agreement*), HSE shall be entitled to terminate this Agreement by issuing a Termination Notice to the Provider in accordance with Clause 41.1.1(d) (*Termination for Material Breach*).
2. Sub-Processing
   1. In respect of any Processing of Personal performed by a third party on behalf of a Party, that Party shall:
      * 1. carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by this Agreement, and provide evidence of such due diligence to the other Party where reasonably requested; and
        2. ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.
3. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by a Party for statutory compliance purposes or as otherwise required by this Agreement), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

## ANNEX 2: NOT USED

## ANNEX 3: NOT USED

SCHEDULE 25: Financial Distress

1. DEFINITIONS
   1. In this Schedule, the following definitions shall apply (and supplement the definitions in Schedule 1 (Definitions)):

|  |  |
| --- | --- |
| “Applicable Financial Indicators” | means the financial indicators from paragraph 5.1 of this Schedule which are to apply to the Monitored Suppliers as set out in paragraph 5.2 of this Schedule; |
| “Board” | means the Provider’s board of directors; |
| “Board Confirmation” | means written confirmation from the Board in accordance with paragraph 8 of this Schedule; |
| “Credit Rating Level” | a credit rating level as specified in Annex 1 of this Schedule; |
| “Credit Rating Threshold” | the minimum Credit Rating Level for each entity in the FDE Group as set out in Annex 2 of this Schedule; |
| “FDE Group” | means the Provider; |
| “Financial Indicators” | in respect of the Provider, means each of the financial indicators set out at paragraph 5.1 of this Schedule; and in respect of each Monitored Supplier, means those Applicable Financial Indicators; |
| “Financial Target Thresholds” | means the target thresholds for each of the Financial Indicators set out at paragraph 5.1 of this Schedule; |
| ”Monitored Suppliers” | means those entities specified at paragraph 5.2 of this Schedule; and |
| “Rating Agencies” | the rating agencies listed in Annex 1 of this Schedule. |

1. WARRANTIES AND DUTY TO NOTIFY
   1. The Provider warrants and represents to HSE for the benefit of HSE that as at the Effective Date:
      * 1. the long term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 2 of this Schedule; and
        2. the financial position or, as appropriate, the financial performance of the Provider satisfies the Financial Target Thresholds.
   2. The Provider shall promptly notify (or shall procure that its auditors promptly notify) HSE in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group (and in any event within 5 Working Days of the occurrence of the downgrade).
   3. The Provider shall:
      * 1. regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies;
        2. monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at paragraph 5.1 (where specified) and in any event, on a regular basis and no less than once a year within one hundred and twenty (120) days after the Accounting Reference Date; and
        3. promptly notify (or shall procure that its auditors promptly notify) HSE in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Provider first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).
   4. For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of paragraphs 3.1(a), and for the purposes of determining relief under paragraph 7.1, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if:
      * 1. any of the Rating Agencies have given a Credit Rating Level for that entity which is below the applicable Credit Rating Threshold; or
        2. a Rating Agency that is specified as holding a Credit Rating for an entity as set out at Annex 2 of this Schedule ceases to hold a Credit Rating for that entity.
   5. Each report submitted by the Provider pursuant to paragraph 2.3(b) shall:
      * 1. be a single report with separate sections for each of the FDE Group entities;
        2. contain a sufficient level of information to enable HSE to verify the calculations that have been made in respect of the Financial Indicators;
        3. include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes;
        4. be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and
        5. include a history of the Financial Indicators reported by the Provider in graph form to enable HSE to easily analyse and assess the trends in financial performance.
2. FINANCIAL DISTRESS EVENTS
   1. The following shall be Financial Distress Events:
      * 1. the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;
        2. an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;
        3. there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;
        4. an FDE Group entity committing a material breach of covenant to its lenders;
        5. a Key Sub-contractor notifying HSE that the Provider has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
        6. any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than 9 months after its accounting reference date without an explanation to HSE which HSE (acting reasonably) considers to be adequate;
        7. any FDE Group entity is late to file its annual accounts without a public notification or an explanation to HSE which HSE, acting reasonably, considers to be adequate;
        8. the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity’s going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;
        9. any of the following:
           1. any FDE Group entity makes a public announcement which contains adverse commentary with regards to that FDE Group entity’s liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;
           2. commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
           3. non-payment by an FDE Group entity of any financial indebtedness;
           4. any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
           5. the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
           6. the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;

in each case which HSE reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Services in accordance with this Agreement; and

* + - 1. any one or more of the Financial Indicators set out at paragraph 5 for any of the FDE Group entities failing to meet the required Financial Target Threshold.

1. CONSEQUENCES OF FINANCIAL DISTRESS EVENTS
   1. Immediately upon notification by the Provider of a Financial Distress Event (or if HSE becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Provider), the Provider shall have the obligations and HSE shall have the rights and remedies as set out in paragraphs 4.3 to 4.5.
   2. In the event of a late or non-payment of a Key Sub-Contractor pursuant to paragraph 3.1(e), HSE shall not exercise any of its rights or remedies under paragraph 4.3 without first giving the Provider 10 Working Days to:
      * 1. rectify such late or non-payment; or
        2. demonstrate to HSE's reasonable satisfaction that there is a valid reason for late or non-payment.
   3. The Provider shall
      * 1. at the request of HSE, meet HSE as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as HSE may permit and notify to the Provider in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Agreement; and
        2. where HSE reasonably believes (taking into account the discussions and any representations made under paragraph 4.3(a) that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Agreement:
           1. submit to HSE for its approval, a draft Financial Distress Remediation Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as HSE may permit and notify to the Provider in writing); and
           2. to the extent that it is legally permitted to do so and subject to paragraph 4.7, provide such information relating to the Provider, as HSE may reasonably require in order to understand the risk to the Services, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.
   4. HSE shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If HSE does not approve the draft Financial Distress Remediation Plan, it shall inform the Provider of its reasons and the Provider shall take those reasons into account in the preparation of a further draft Financial Distress Remediation Plan, which shall be resubmitted to HSE within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is either:
      * 1. approved by HSE;
        2. referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Remediation Plan has not been approved, to commercial negotiation led by senior representatives who have authority to agree the Financial Distress Remediation Plan to be held within 28 days of the date of the notice; or
        3. finally rejected by HSE.
   5. Following approval of the Financial Distress Remediation Plan by HSE, the Provider shall:
      * 1. on a regular basis (which shall not be less than fortnightly):
           1. review and make any updates to the Financial Distress Remediation Plan as the Provider may deem reasonably necessary and/or as may be reasonably requested by HSE, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Services in accordance with this Agreement; and
           2. provide a written report to HSE setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Provider and/or the reasons why the Provider may have decided not to make any changes;
        2. where updates are made to the Financial Distress Remediation Plan in accordance with paragraph 4.5(a), submit an updated Financial Distress Remediation Plan to HSE for its approval, and the provisions of paragraphs 4.4 and 4.5(a) shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and
        3. comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.
   6. Where the Provider reasonably believes that the relevant Financial Distress Event under paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify HSE and the Parties may agree that the Provider shall be relieved of its obligations under paragraph 4.5.
   7. The Provider shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at paragraph 4.3(b)(ii) is available when required and on request from HSE and within reasonable timescales. Such measures may include:
      * 1. putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to HSE (which may include making price sensitive information available to HSE nominated personnel through confidential arrangements, subject to their consent); and
        2. disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.
2. FINANCIAL INDICATORS
   1. Subject to the calculation methodology set out at Annex 3 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Financial Indicator | Calculation1 | Financial Target Threshold: | Monitoring and Reporting Frequency |
| 1  Operating Margin  periods | *Operating Margin = Operating Profit / Revenue* | *> 5%* | *Tested and reported half yearly in arrears within 90 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date* |
| 2  Free Cash Flow to Net Debt Ratio | *Free Cash Flow to Net Debt Ratio = Free Cash Flow / Net Debt* | *> 5%* | *Tested and reported half yearly in arrears within 90 days of each accounting reference date based upon Free Cash Flow for the 12 months ending on, and Net Debt at, the relevant accounting reference date* |
| 3  Net Debt + Net Pension Deficit to EBITDA ratio | *Net Debt + Net Pension Deficit to EBITDA Ratio = (Net Debt + Net Pension Deficit) / EBITDA* | *< 5 times* | *Tested and reported yearly in arrears within 120 days of each accounting reference date based upon EBITDA for the 12 months ending on, and the Net Debt and Net Pension Deficit at, the relevant accounting reference date* |
| 4  Net Interest Paid Cover | *[Net Interest Paid Cover = Earnings Before Interest and Tax / Net Interest Paid]* | *> 3times* | *Tested and reported half yearly in arrears within 90 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date* |
| 5  Acid Ratio | *[Acid Ratio = (Current Assets – Inventories) / Current Liabilities* | *> 0.8 times* | *Tested and reported half yearly in arrears within 90 days of each accounting reference date based upon figures at the relevant accounting reference date* |
| 6  Net Asset value | *Net Asset Value = Net Assets* | *> £0* | *Tested and reported half yearly in arrears within 90 days of each accounting reference date based upon figures at the relevant accounting reference date* |
| 7  Group Exposure Ratio | *Group Exposure / Gross Assets* | *< 50%* | *Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures at the relevant accounting reference date* |
| 8 Turnover ratio |  | *>1.5 times* | *Tested and reported half yearly in arrears within 120 /90 days of each accounting reference date based upon figures at the relevant accounting reference date* |

Key: 1 – See Annex 3 of this Schedule which sets out the calculation methodology to be used in the calculation of each Financial Indicator.

* 1. Monitored Suppliers

*This table will be populated on the basis of the winning bidders tender submission*

|  |  |
| --- | --- |
| Monitored Supplier | Applicable Financial Indicators  (these are the Financial Indicators from the table in paragraph 5.1 which are to apply to the Monitored Suppliers) |
| Provider | All of the financial indicators detailed in paragraph 5.1 |

1. TERMINATION RIGHTS
   1. HSE shall be entitled to terminate this Agreement under Clause 41.1.1(d) (*Termination for Material Breach*) if:
      * 1. the Provider fails to notify HSE of a Financial Distress Event in accordance with paragraph 2.3(c);
        2. the Provider fails to comply with any part of paragraph 4.3;
        3. HSE finally rejects a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with paragraphs 4.4 to 4.5(a); and/or
        4. the Provider fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with paragraph 4.5(c).
2. PRIMACY OF CREDIT RATINGS
   1. Without prejudice to the Provider’s obligations and HSE’s rights and remedies under paragraph 2, if, following the occurrence of a Financial Distress Event pursuant to any of paragraphs 3.1(b) to 3.1(j), the Rating Agencies review and report subsequently that the credit ratings for the FDE Group entities do not drop below the relevant Credit Rating Thresholds specified for those entities in Annex 2 of this Schedule, then:
      * 1. the Provider shall be relieved automatically of its obligations under paragraphs 4.3 to 4.5; and
        2. HSE shall not be entitled to require the Provider to provide financial information in accordance with paragraph 4.3(b)(ii).
3. BOARD CONFIRMATION
   1. If this Agreement has been specified as a Critical Service Contract under paragraph 9.1 of Schedule 15 (Service Continuity Plan and Corporate Resolution Planning) then, subject to paragraph 8.4 of this Schedule, the Provider shall within one hundred and twenty (120) days after each Accounting Reference Date or within 15 months of the previous Board Confirmation (whichever is the earlier) provide a Board Confirmation to HSE in the form set out at Annex 4 of this Schedule, confirming that to the best of the Board’s knowledge and belief, it is not aware of and has no knowledge:
      * 1. that a Financial Distress Event has occurred since the later of the Effective Date or the previous Board Confirmation or is subsisting; or
        2. of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event.
   2. The Provider shall ensure that in its preparation of the Board Confirmation it exercises due care and diligence and has made reasonable enquiry of all relevant Provider Personnel and other persons as is reasonably necessary to understand and confirm the position.
   3. In respect of the first Board Confirmation to be provided under this Agreement, the Provider shall provide the Board Confirmation within 15 months of the Effective Date if earlier than the timescale for submission set out in paragraph 8.1 of this Schedule.
   4. Where the Provider is unable to provide a Board Confirmation in accordance with paragraphs 8.1 to 8.3 of this Schedule due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Provider to submit in place of the Board Confirmation, a statement from the Board of Directors to HSE (and where the Provider is a Strategic Supplier, the Provider shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.

## ANNEX 1: RATING AGENCIES AND THEIR STANDARD RATING SYSTEM

* Rating Agency 1 – REDACTED

## ANNEX 2: CREDIT RATINGS AND CREDIT RATING THRESHOLDS

|  |  |  |
| --- | --- | --- |
| Entity | Credit Rating (long term)  (insert credit rating issued for the entity at the Effective Date) | Credit Rating Threshold  *(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3)* |
| *Provider* | REDACTED | REDACTED |

## ANNEX 3: CALCULATION METHODOLOGY FOR FINANCIAL INDICATORS

The Provider shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

General methodology

1. *Terminology*: The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).
2. *Groups*: Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
3. *Foreign currency conversion*: Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
4. *Treatment of non-underlying items*: Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

Specific Methodology

|  |  |
| --- | --- |
| Financial Indicator | Specific Methodology |
| 1  Operating Margin | The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements.  Figures for Operating Profit and Revenue should exclude the entity’s share of the results of any joint ventures or Associates.  Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero. |
| 2  Free Cash Flow to Net Debt Ratio | *“Free Cash Flow” = Net Cash Flow from Operating Activities – Capital Expenditure*  *“Capital Expenditure” = Purchase of property, plant & equipment + purchase of intangible assets*  *“Net Debt” = Bank overdrafts + Loans and borrowings + Finance Leases + Deferred consideration payable – Cash and cash equivalents*  The majority of the elements used to calculate the Free Cash Flow to Net Debt Ratio should be shown on the face of the Statement of Cash Flows and the Balance Sheet in a standard set of financial statements.  *Net Cash Flow from Operating Activities*: This should be stated after deduction of interest and tax paid.  *Capital expenditure*: The elements of capital expenditure may be described slightly differently but will be found under ‘Cash flows from investing activities’ in the Statement of Cash Flows; they should be limited to the purchase of fixed assets (including intangible assets) for the business and exclude acquisitions. The figure should be shown gross without any deduction for any proceeds of sale of fixed assets.  *Net Debt*: The elements of Net Debt may also be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be treated as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.  Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.  Cash and cash equivalents should include short-term financial investments shown in current assets.  Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.  OR  *“Net Debt” = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents*  *“EBITDA” = Operating profit + Depreciation charge + Amortisation charge*  The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.  *Net Debt*: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.  Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.  Cash and cash equivalents should include short-term financial investments shown in current assets.  Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.  *EBITDA*: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity’s share of the results of any joint ventures or Associates. *The depreciation and amortisation charges for the period may be found on the face of the* *Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).* |
| 3  Net Debt + Net Pension Deficit to EBITDA ratio | *“Net Debt” = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents*  *“Net Pension Deficit” = Retirement Benefit Obligations – Retirement Benefit Assets*  *“EBITDA” = Operating profit + Depreciation charge + Amortisation charge*  The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.  *Net Debt*: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but *not* non-designated hedges). Borrowings should also include balances owed to other group members.  Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.  Cash and cash equivalents should include short-term financial investments shown in current assets.  *Net Pension Deficit*: Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms.  Where ‘Net Debt + Net Pension Deficit’ is negative, the relevant Financial Target Threshold should be treated as having been met.  *EBITDA*: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity’s share of the results of any joint ventures or Associates.  The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts.  Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless ‘Net Debt + Net Pension Deficit’ is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met). |
| 4  Net Interest Paid Cover | *“Earnings Before Interest and Tax” = Operating profit*  *“Net Interest Paid” = Interest paid – Interest received*  Operating profit should be shown on the face of the Income Statement in a standard set of financial statements and, for the purposes of calculating this Financial Indicator, should include the entity’s share of the results of any joint ventures or Associates.  Interest received and interest paid should be shown on the face of the Cash Flow statement.  Where Net interest paid is negative (i.e. the entity has net interest received), the relevant Financial Target Threshold should be treated as having been met. |
| 5  Acid Ratio | All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements. |
| 6  Net Asset value | Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or ‘Shareholders’ Funds’. They represent the net assets available to the shareholders. Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e. where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of minority or non-controlling interests (as if the entity owned 100% of such entity). |
| 7  Group Exposure Ratio | *“Group Exposure” = Balances owed by Group Undertakings + Contingent liabilities assumed in support of Group Undertakings*  *“Gross Assets” = Fixed Assets + Current Assets*  *Group Exposure*: Balances owed by (i.e. receivable from) Group Undertakings are shown within Fixed assets or Current assets either on the face of the Balance Sheet or in the relevant notes to the financial statements. In many cases there may be no such balances, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.  Contingent liabilities assumed in support of Group Undertakings are shown in the Contingent Liabilities note in a standard set of financial statements. They include guarantees and security given in support of the borrowings of other group companies, often as part of group borrowing arrangements. Where the contingent liabilities are capped, the capped figure should be taken as their value. Where no cap or maximum is specified, the relevant Financial Target Threshold should automatically be regarded as not having been met.  In many cases an entity may not have assumed any contingent liabilities in support of Group Undertakings, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.  *Gross Assets*: Both Fixed assets and Current assets are shown on the face of the Balance Sheet |
| Turnover ratio | Turnover Ratio = Bidder Annual Revenue / Expected Annual Contract Value Definition Revenue should be shown on the face of the Income Statement in a standard set of financial statements. It should exclude the entity’s share of the revenue of joint ventures or associates. |

## ANNEX 4: BOARD CONFIRMATION

Provider Name:

Contract Reference Number:

The Board of Directors acknowledge the requirements set out at paragraph 8 of Schedule 25 (Financial Distress) and confirm that the Provider has exercised due care and diligence and made reasonable enquiry of all relevant Provider Personnel and other persons as is reasonably necessary to enable the Board to prepare this statement.

The Board of Directors confirms, to the best of its knowledge and belief, that as at the date of this Board Confirmation it is not aware of and has no knowledge:

* + - 1. that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the Effective Date or is subsisting; or
      2. of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event

On behalf of the Board of Directors:

Chair …………………………………

Signed …………………………………

Date …………………………………

Director …………………………………

Signed …………………………………

Date …………………………………

SCHEDULE 26: Tender

Introduction

1. Introduction
   1. Annex 1 of this Schedule 26 sets out the Provider’s Tender submission.

Annex 1 – Tender

* 1. REDACTEDREDACTED .

REDACTED **IN WITNESS WHEREOF** each of the Parties has executed this Agreement on the date dated at the head of this Agreement.

**SIGNED** by

duly authorised for and on behalf of

**HEALTH AND SAFETY EXECUTIVE**

**SIGNED** by

duly authorised for and on behalf of

**CAPITA BUSINESS SERVICES LIMITED**