

Contract No. 1.11.4.3180.

To Be Quoted On All Correspondence



silvano media

CONTRACT

between

THE HEALTH AND SAFETY EXECUTIVE

and

SILVANO MEDIA

for

WEB DESIGN SERVICES

CONTENTS

Clause	Clause No.
General Conditions	1
Entire Agreement	2
Statement of Service Requirements	3
Management of the Contract	4
Duration	5
Costs	6
IR35	7
Tax Status	8
Invoicing and Payments	9
Deliverables	10
Intellectual Property	11
Access to HSE Premises	12
Variation to Contract	13
Termination	14
Signatories	

Schedules and Annexes

Schedule A	Statement of Service Requirement
Schedule B	HSE Standard Terms and Conditions
Annex 1	Contact List
Annex 2	HSE Travel and Subsistence Rates

This Contract is made between:

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

SILVANO MEDIA, company registration number 06091870 and whose registered office is at 1 Victoria Street, Liverpool, L2 5QA (hereinafter 'the Contractor' of the other part), in accordance with the details, terms and conditions stated herein.

WHEREAS

The Contractor was selected deliver web design services to HSE

1 GENERAL CONDITIONS

- 1.1 This Contract will be subject to the Terms and Conditions of Contract herewith. The Clauses in this Contract will also govern all Purchase Orders placed against this Contract.

2 ENTIRE AGREEMENT

- 2.1 This contract constitutes the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, both oral and written, representations, statements, negotiations and undertakings.

3 STATEMENT OF SERVICE REQUIREMENTS

- 3.1 The Contractor will carry out on behalf of the HSE a Statement of Services (hereinafter called the "Services") as detailed in Schedule A to this Contract.
- 3.2 The Contractor shall organise and conduct the entire Services in consultation with the HSE where appropriate, and provide all necessary resources of personnel, materials, services and equipment, except for such resources that may be provided by the HSE at its discretion.
- 3.3 No undertaking shall be deemed to have been made by the HSE in respect of the total quantities or values of the services to be ordered pursuant to this contract and the Contractor acknowledges and agrees that it has not entered into this contract on the basis of any such undertaking.

4 MANAGEMENT OF THE CONTRACT

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

5 DURATION

- 5.1 The Services shall be deemed to have commenced on 25 May 2017 and shall be completed by 31 March 2018, with the possibility of further extension, if agreeable to both parties. Any extension must be approved in writing.

6 COSTS

- 6.1 The maximum amount to be paid by the HSE to the Contractor for the services shall not exceed £70,750.00, exclusive of VAT. This is based on day rates of £350.00 for project management and leadership and £250.00 for other workers.
- 6.2 Any additional costs will be agreed in advance with the HSE Contract Manager and subject to clause 11 Variation to Contract.

7 IR35 – INTERMEDIARIES LEGISLATION

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

8 TAX STATUS

- 8.1 Where the Contractor, or its staff, is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 8.2 Where the Contractor, or its staff, is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 8.3 HSE may, at any time request that the Contractor provides information which demonstrates how it, or its staff, complies with Clauses 6.1 and 6.2 above or why those Clauses do not apply to it.
- 8.4 A request under Clause 6.3 above may specify the information which the Contractor, or its staff, must provide and the period within which that information must be provided.
- 8.5 HSE may terminate this contract if
- a) in the case of a request mentioned in Clause 6.3 above-
- (i) The Contractor, or its staff, fails to provide information in response to the request within a reasonable time, or
 - (ii) The Contractor, or its staff, provides information which is inadequate to demonstrate either how it complies with Clauses 6.1 and 6.2 above or why those Clauses do not apply to it;

- (b) in the case of a request mentioned in Clause 6.4 above, The Contractor, or its staff, fails to provide the specified information within the specified period, or
- (c) it receives information which demonstrates that, at any time when Clauses 6.1 and 6.2 apply the Contractor, or its staff, is not complying with those Clauses.

8.6 HSE may supply any information which it receives under Clause 6.3 to the Commissioners of Her Majesty's Revenue and Customs for the purposes of the collection and management of revenue for which they are responsible.

9 INVOICING AND PAYMENTS

9.1 All invoices raised must include the relevant Purchase Order number which will be issued by HSE Commercial Services. Failure to include the Purchase Order Number may delay payment. Invoices should be submitted monthly and electronically in pdf format to the following address:

APinvoices-HAS-U@sscl.gse.gov.uk

9.2 The Contractor shall send a copy invoice along with details of any work satisfactory carried out to the HSE Contract Manager identified at Annex 1.

9.3 Invoices should also include details of work satisfactorily carried out and any VAT properly chargeable.

9.4 Shared Services shall make payment of agreed costs, in arrears, within 30 days of the acceptance of the invoice.

10 DELIVERABLES

10.1 The Contractor shall provide web design services to HSE.

11 INTELLECTUAL PROPERTY

11.1 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material (the "IP Materials"):

- (a) furnished to or made available to the Contractor by or on behalf of the HSE shall remain the property of the HSE; and
- (b) prepared by or for the Contractor on behalf of the HSE for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall belong to the HSE;

and the Contractor shall not, and shall ensure that the Staff shall not, (except when necessary for the performance of the Contract) without prior Approval, use or disclose any Intellectual Property Rights in the IP Materials.

- 11.2 The Contractor hereby assigns to the HSE, with full title guarantee, all Intellectual Property Rights which may subsist in the IP Materials prepared in accordance with clause 11.1(b). This assignment shall take effect on the date of the Contract or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor. The Contractor shall execute all documentation necessary to execute this assignment.

12 ACCESS TO HSE PREMISES

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

13 VARIATION TO CONTRACT

- 13.1 Except where expressly stated in this contract, no change, amendment or modification shall be effective unless in writing and signed by the duly authorised representatives of both parties.
- 13.2 Any agreed changes to the Contract or Schedule A (Statement of Service Requirement) will be in the form of a Contract Change Note (CCN), which will be raised and issued by the HSE Commercial Services.

14 TERMINATION

- 14.1 This contract may be terminated by either party by giving one months written notice. In the event of termination by HSE, the contractor shall be provided with any re-imbusement of costs, actually and reasonably incurred, up to the date of termination, subject to the limit specified in Clause 6 above.

As Witnessed at the Hands of the Parties

SIGNATORIES

IN WITNESS WHEREOF THIS CONTRACT HAS BEEN AGREED :

Signature _____

Name in Capitals _____

Position _____

Date _____

Duly authorised to sign on behalf of

SILVANO MEDIA

1 Victoria Street, Liverpool, L2 5QA

Signature _____

Name in Capitals _____

Position Commercial Services Manager

Date _____

Duly authorised to sign on behalf of the

HEALTH AND SAFETY EXECUTIVE

Commercial Services, Building 6.4, Redgrave Court, Merton Road, Bootle,
Merseyside L20 7HS

Contract No. 1.11.4.3180.

Schedule A

STATEMENT OF SERVICE REQUIREMENT

The Contractor shall undertake the following Statement of Service:

Web publishing and design services;
Project management and leadership.

CONTACT LIST

HSE Contacts	Contractor Contacts
Contractual Queries	
Contract Managers / Technical Queries	

Annex 2

HSE UK TRAVEL AND SUBSISTENCE RATES

Car Mileage Rates (for using your own vehicle) – All engine types and sizes

Up to 10,000 mile per financial year	45p per mile
--------------------------------------	--------------

Over 10,000 miles per financial year	25p per mile
--------------------------------------	--------------

NB: Your vehicle must be insured for Business Use

Public Transport Fares

Second Class Rail travel, Air fares (within UK only), Bus fares etc will be payable at cost on production of receipts, provided that the most economical means of transport has been used.

SUBSISTENCE RATES

All receipts **must** be retained to support your claim.

Day Subsistence

More than 5 hours and up to 10 hours	Actual costs up to £6.00
--------------------------------------	--------------------------

More than 10 hours and up to 12 hours	Actual costs up to £10.00
---------------------------------------	---------------------------

More than 12 hours	Actual costs up to £16.00
--------------------	---------------------------

Night Subsistence

Booked via HSE Accommodation Booking Agency :

The 24 hour overnight subsistence allowance consists of 2 components :

Meal One	Actual costs up to £6.00
----------	--------------------------

Meal Two	Actual costs up to £15.00
----------	---------------------------

This is payable as a “24 hour” rate and amounts incurred over any individual component will not be reimbursed by HSE. The rates are agreed with HMRC to obtain dispensation from tax liability.

Booked making your own Commercial Arrangements

Actual cost of bed and breakfast up to a maximum of:	£93.00 per night in London or £70.00 per night elsewhere
--	--