

**Service Contract No. 1.11.4.3740.**

To Be Quoted On All Correspondence



**CONTRACT**

**between**

**THE HEALTH AND SAFETY EXECUTIVE**

**and**

**CDER GROUP LTD**

**for**

**THIRD PARTY - COVID SPOT CHECK INSPECTION ACTIVITY –  
CDER**

**Service Contract No. 1.11.4.3740.**

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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

**CDER Group LTD**, company registration number 12685596 and whose registered office is at **Floor 9 Peninsular House, 30-36 Monument Street, London, EC3R 8LJ** (hereinafter 'the Contractor' of the other part), in accordance with the details, terms and conditions stated herein.

## **WHEREAS**

The Contractor was selected to deliver third party "Covid spot check" inspection activity, as detailed in Schedule A.

## **1 GENERAL CONDITIONS**

1.1 This Contract will be subject to the HSE Standard Terms and Conditions of Contract for the Provision of Services, attached as Schedule B. However, where any conflict exists between the clauses in this Contract and the Terms and Conditions at Schedule B, then the clauses in this Contract will prevail. The Clauses in this Contract and the Terms and Conditions at Schedule B 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 supercedes 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.

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#### 4 MANAGEMENT OF THE CONTRACT

- 4.1 The HSE Contract Manager who will be responsible for liaison and certifying completion of the provision and overall management of the Services is identified at Annex 1.
- 4.2 The Services will be monitored by the Contract Manager who will also evaluate the provision on completion.
- 4.3 In all cases, both parties will work within the agreed timescales/constraints and costs outlined at the beginning of the commission.

#### 5 DURATION

- 5.1 The Services shall commence on 16 September 2020 and shall be completed by 31 March 2021.

#### 6 COSTS

- 6.1 The basis of charging for this Contract will be fixed cost to HSE of £ 32 (exclusive of VAT) per visit for completed visits and £ 20 (exclusive of VAT) per visit for aborted visits i.e. visits where the premises are either closed or unoccupied. HSE will control and agree the number of visits to be undertaken in advance.

#### Fixed Cost to HSE

~~We propose to carry out these inspections across the country on your behalf at a fixed cost per visit and we have the resource available to do it with a quick mobilisation.~~

~~Our charging structure below allows for visits to premises that are unoccupied or closed.~~

~~£32 per visit~~

~~£20 per visit where the premises is closed or unoccupied.~~

- 6.2 Any additional costs will be agreed in advance with the HSE Contract Manager and subject to clause 15 Variation to Contract.
- 6.3 Where appropriate, and subject to the HSE Contract Manager's approval, actual and reasonable travel and subsistence costs shall be payable in line with the rates agreed at Annex 2.

#### 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 to this engagement.

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## **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 8.1 and 8.2 above or why those Clauses do not apply to it.
- 8.4 A request under Clause 8.3 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 8.3 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 8.1 and 8.2 above or why those Clauses do not apply to it;
  - (b) in the case of a request mentioned in Clause 8.4 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 9.1 and 9.2 apply the Contractor, or its staff, is not complying with those Clauses.
- 8.6 HSE may supply any information which it receives under Clause 8.3 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**

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

**10 DELIVERABLES**

- 10.1 The Contractor shall provide any deliverables agreed with HSE contract manager in line with the service outlined in Schedule A "Covid spot check" inspections.

**11 INTELLECTUAL PROPERTY**

- 11.1 Your attention is drawn to clauses E8 within Schedule B of the attached standard terms and conditions.

**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 CONFIDENTIALITY**

- 13.1 The Contractor shall not at any time divulge any information or material acquired during the performance of this Contract to any third party without prior permission in writing of the Executive, except where required in the course of any legal proceedings.
- 13.2 The Contractor shall keep documents and other materials produced or acquired in the course of the contract in accordance with The Criminal Procedure and Investigations Act 1996 (CPIA).

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13.3 HSE may disclose the Confidential Information of the Contractor:

- (a) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body;
- (b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 13.3(a) (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Contract; or
- (f) on a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Clause.

**14 PUBLICATION**

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

**15 VARIATION TO CONTRACT**

- 15.1 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.

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15.2 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 Procurement Unit.

**16 GOVERNING LAW**

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

**17 TERMINATION**

17.1 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

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**SIGNATORIES**

IN WITNESS WHEREOF THIS CONTRACT HAS BEEN AGREED :

Signature \_\_\_\_\_

Name in Capitals \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Duly authorised to sign on behalf of

**CDER GROUP**

Floor 9 Peninsular House, 30-36 Monument Street, London, EC3R 8LJ

Signature \_\_\_\_\_

Name in Capitals \_\_\_\_\_

Position Procurement Manager \_\_\_\_\_

Date \_\_\_\_\_

Duly authorised to sign on behalf of the

**HEALTH AND SAFETY EXECUTIVE**

Procurement Unit, Building 2.3, Redgrave Court, Merton Road, Bootle, Merseyside L20 7HS

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**Schedule A**

## **STATEMENT OF SERVICE REQUIREMENT**

The Contractor shall undertake the following Statement of Service titled **XXX**, dated **XXX** and referenced **T3740**

**HSE SSR.**

??? TBC by Angela Storey

### **Contractors Proposal.**



CDER\_HSE (1).pdf



HSE Proposal Price  
Breakdown.pdf

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**Schedule B**

**HSE STANDARD TERMS AND CONDITIONS OF CONTRACT FOR  
THE PROVISION OF SERVICES**

Please see the attached document containing the HSE Standard Terms and  
Conditions of Contract for the Provision of Services



Schedule B T3740-  
Terms and Conditiors

Annex 1

**CONTACT LIST**

HSE Contacts	Contractor Contacts
<b>Contractual Queries</b>	
<p><a href="#">Lisa Porter</a>  <a href="#">Health &amp; Safety Executive</a>  <a href="#">Procurement Unit</a>  <a href="#">Building 2.3</a>  <a href="#">Redgrave Court</a>  <a href="#">Merton Road</a>  <a href="#">Bootle</a>  <a href="#">Merseyside</a>  <a href="#">L20 7HS</a>                      —                      Tel : 0203 028 4392                      e-mail : <a href="mailto:lisa.porter@hse.gov.uk">lisa.porter@hse.gov.uk</a></p>	
<b>Contract Managers / Technical Queries</b>	
<p><a href="#">Angela Storey</a>  <a href="#">Health &amp; Safety Executive</a>  <a href="#">Operation Services Division</a>  <a href="#">Building 1.3</a>  <a href="#">Redgrave Court</a>  <a href="#">Merton Road</a>  <a href="#">Bootle</a>  <a href="#">Merseyside</a>  <a href="#">L20 7HS</a>                      —                      e-mail : <a href="mailto:Angela.Storey@hse.gov.uk">Angela.Storey@hse.gov.uk</a></p>	

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