



**CONTRACT**

**between**

**THE HEALTH AND SAFETY EXECUTIVE**

**and**

**RADIUS SYSTEMS**

**for**

**Delivery of SGN PE Pipes, Fittings and Jointing Techniques  
Commercial Project**

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### **Schedules and Annexes**

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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

**Radius Systems**, company registration number 01585669 and whose registered office is at Radius House, Berristow Lane, South Normanton, Alfreton, Derbyshire, DE55 2JJ (hereinafter 'the Supplier' of the other part), in accordance with the details, terms and conditions stated herein.

## **WHEREAS**

HSE and the Supplier have agreed to collaborate to deliver the SGN PE Pipes, Fittings and Jointing Techniques Commercial Project.

## **1 GENERAL CONDITIONS**

- 1.1 This Contract will be subject to the HSE Terms and Conditions of Contract for the Provision of Services, attached as Schedule A. However, where any conflict exists between the clauses in this Contract and the Terms and Conditions at Schedule A, then the clauses in this Contract will prevail. The Clauses in this Contract and the Terms and Conditions at Schedule A 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 Supplier will carry out on behalf of the HSE the Services further set out in the Hydrogen -Radius Proposal document, NIA Project Plan and the NIA Scope of Work incorporated into Schedule A to this Contract.
- 3.2 The Supplier 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 Supplier 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 commence on in November 2017 and shall be completed by 30 November 2019.

#### **6 COSTS**

- 6.1 The total amount to be paid by the HSE to the Supplier for the services shall not exceed £ 194,367.00, exclusive of VAT.
- 6.2 Any additional costs will be agreed in advance with the HSE Contract Manager and subject to clause 11 Variation to Contract.

#### **7 INVOICING AND PAYMENTS**

- 7.1 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 electronically in pdf format to the following address:

[APinvoices-HAS-U@sscl.gse.gov.uk](mailto:APinvoices-HAS-U@sscl.gse.gov.uk)

- 7.2 The Supplier shall send a copy invoice along with details of any work satisfactory carried out to the HSE Contract Manager identified at Annex 1.
- 7.3 Invoices should also include details of work satisfactorily carried out and any VAT properly chargeable.
- 7.4 Shared Services shall make payment of agreed costs, in arrears, within 30 days of the acceptance of the invoice.

#### **8 DELIVERABLES**

- 8.1 The Supplier shall provide the deliverables set out in the Hydrogen -Radius Proposal document, NIA Project Plan and the NIA Scope of Work incorporated into Schedule A to this Contract.

#### **9 INTELLECTUAL PROPERTY**

- 9.1 Your attention is drawn to clause 17 within Schedule B of the attached standard terms and conditions.

## **10 ACCESS TO HSE PREMISES**

- 10.1 It shall be the Supplier'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.
- 10.2 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>

## **11 VARIATION TO CONTRACT**

- 11.1 Except where expressly stated in this contract, no change, amendment or modification shall be effective unless in writing and signed by the duly authorised representatives of both parties.
- 11.2 Any agreed changes to the Contract or Schedule A (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.

## **12 TERMINATION**

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

## SIGNATORIES

IN WITNESS WHEREOF THIS CONTRACT HAS BEEN AGREED :

Signature \_\_\_\_\_

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

Position \_\_\_\_\_

Date \_\_\_\_\_

Duly authorised to sign on behalf of

### **RADIUS SYSTEMS LIMITED**

Radius House, Berristow Lane, South Normanton. Alfreton, Derbyshire,  
DE55 2JJ

Signature \_\_\_\_\_

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

Position PROCUREMENT UNIT

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

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

Please see the attached document "Schedule A" containing the HSE Terms and Conditions of Contract for the Provision of Services

## CONTACT LIST

HSE Contacts	Supplier Contacts
Contractual Queries	
Contract Managers / Technical Queries	