



CONTRACT

between

**THE HEALTH AND SAFETY EXECUTIVE
(acting as part of the Crown)**

**PROCUREMENT UNIT
BUILDING 6.4
REDGRAVE COURT
MERTON ROAD
BOOTLE
MERSEYSIDE, L20 7HS**

and

IAM DRIVE AND SURVIVE

**IAM HOUSE
510 CHISWICK HIGH ROAD
LONDON
W4 5RG**

PROVISION OF DRIVING FOR WORK TRAINING

CONTENTS

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

Schedules and Annexes

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

This Contract is made between:

- (1) 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
- (2) **IAM DRIVE AND SURVIVE**, company registration number 562530 and whose registered office is at IAM House, 510 Chiswick High Road, London, W4 5RG (hereinafter 'the Contractor' of the other part), in accordance with the details, terms and conditions stated herein.

WHEREAS

The Contractor was selected following a tender exercise, undertaken by Civil Service Learning (CSL), to deliver Driving for Work training to HSE.

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 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 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 agreed timescale/constraints and costs outlined at the beginning of the commission.

5 DURATION

- 5.1 The Services shall commence on 06 October 2014 and shall be completed by 06 October 2017.

6 COSTS

- 6.1 The cost for providing the training courses is broken down as follows:
- Initial Driver Training Course - £290.00 exclusive of VAT.
 - Refresher Training Course - £170.00 exclusive of VAT.
- 6.2 Any additional costs will be agreed in advance and in writing with the HSE Contract Manager.

7 PAYMENTS

- 7.1 HSE's preferred method of payment is via Government Procurement Card (GPC).
- 7.2 Claims should be rendered by way of the Contractor's VAT registered invoice, and submitted to the relevant HSE contact, quoting the contract reference number and giving details of work satisfactorily carried out, including any VAT chargeable should also be included with the invoice.
- 7.2 Payments will be made at monthly intervals. HSE shall make payment of agreed costs, in arrears, within 30 days of the acceptance of the invoice.

8 DELIVERABLES

- 8.1 The Contractor shall provide Driving for Work Training to HSE.

9 ACCESS TO HSE PREMISES

- 9.1 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.

- 9.2 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>

10 VARIATION TO CONTRACT

- 10.1 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.
- 10.2 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.

11 TERMINATION

- 11.1 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-imbursement 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 **IAM DRIVE AND SURVIVE**
IAM House, 510 Chiswick High Road, London, W4 5RG

Signature _____

Name in Capitals _____

Position Procurement Manager

Date _____

Duly authorised to sign on behalf of the **HEALTH AND SAFETY
EXECUTIVE (acting as part of the Crown)**
Commercial Services, Building 6.4, Redgrave Court, Merton Road, Bootle,
Merseyside L20 7HS

Contract No. 1.11.4.2500.

Schedule A

STATEMENT OF SERVICE REQUIREMENT

The Contractor shall undertake the following Statement of Service as per their email of 29 September 2014:



TRIM RE HSE
Driving for Work Trair

CONTACT LIST

HSE Contacts	Contractor Contacts
Contractual Queries	
Contract Managers / Technical Queries	