

To Be Quoted On All Correspondence



## **CONTRACT**

**between**

**THE HEALTH AND SAFETY EXECUTIVE**

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

**and**

**COMPASS MINERALS STORAGE AND ARCHIVES LTD  
T/A DEEPSTORE**

**ASTBURY HOUSE  
BRADFORD ROAD  
WINSFORD  
CHESHIRE  
CW7 2PA**

**STORAGE OF COAL MINE ABANDONMENT PLANS**

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### Schedules and Annexes

Schedule A	Statement of Service Requirement
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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) **COMPASS MINERALS STORAGE AND ARCHIVES LTD T/A DEEPSTORE**, company registration number 1588213 and whose registered office is at Astbury House, Bradford Rd, Winsford, Cheshire, CW7 2PA (hereinafter 'the Contractor' of the other part), in accordance with the details, terms and conditions stated herein.

## **WHEREAS**

The Contractor was successful as a result of a tender exercise to provide storage of coal mine abandonment plans

## **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 05 September 2016 and shall be completed by 05 September 2026, with an option to extend by a further 10 years, in bi-annual increments, subject to the written agreement of both parties in line with the Variation to Contract clause at item 11.

#### **6 COSTS**

- 6.1 The total cost for providing the service for year one will be .....to include storage at £19,281.60 and ..... The cost for subsequent years will be £19,281.60 per annum, 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 to the following address:
- 7.2 Invoices should also include details of work satisfactorily carried out and any VAT properly chargeable.
- 7.3 Shared Services shall make payment of agreed costs, in arrears, within 30 days of the acceptance of the invoice.
- 7.4 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.

#### **8 DELIVERABLES**

- 8.1 The Contractor shall provide storage services as detailed in their proposal embedded in Schedule A to this Contract.

## **9 INTELLECTUAL PROPERTY**

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

## **10 ACCESS TO HSE PREMISES**

- 10.1 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.
- 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 six 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  
**COMPASS MINERALS STORAGE AND ARCHIVES LTD T/A  
DEEPSTORE**

Astbury House, Bradford Rd, Winsford, Cheshire, CW7 2PA

Signature \_\_\_\_\_

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

Position Procurement 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

Schedule A

## STATEMENT OF SERVICE REQUIREMENT

The Contractor shall undertake the following Statement of Service, dated **24 May 2016** and referenced HSE/T2910:



Tender Submission  
Form Storage of Abar

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 - HSE  
Terms and Conditions

Annex 1  
**CONTACT LIST**

<b>HSE Contacts</b>	<b>Contractor Contacts</b>
<b>Contractual Queries</b>	
<b>Contract Managers / Technical Queries</b>	