SCHEDULE 0: Glossary

Definitions

1. Defined terms
   1. Unless the context otherwise requires, the following expressions shall have the meanings set out below:

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| Access to Standards | means provision of access to key industry Standards, covering natural gas, LPG, domestic, commercial and industrial gas installations, via a subscription service, provided at an additional cost on top of Gas Safe registration fees. |
| Achieve | means meeting or exceeding a Service Level Performance Measure and “**Achieved**” shall be construed accordingly. |
| Accounting Reference Date | means in each year the date to which the Provider prepares its annual audited financial statements. |
| ACS / Qualification Reporting Charge | means the charge payable by Awarding Bodies for each qualification notified to the Provider. |
| Additional Charges | means all fees chargeable by the Provider in relation to Additional Services or parts thereof. |
| Additional Services | means any services (not being Concession Services or Ancillary Services) that the Provider performs or offers to perform for any third party, including Businesses, Engineers, Consumers or members of the Provider’s Group, but excludes those services the Provider performs for members of the Provider’s Group which arise solely through:   1. operation of Law, or 2. internal reporting arrangements which apply to all companies of the same description as the Provider which are members of the Provider’s Group. |
| Admin Fees | means the costs incurred by HSE in dealing with MI Failures calculated in accordance with the tariff of administration charges published at the following link: [http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees](http://gps.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees). |
| Affected Party | means the Party seeking to claim relief in respect of a Force Majeure Event. |
| Affiliate(s) | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time. |
| Agreed Operating Costs | means the operating costs proposed in the financial model incorporated into this Agreement as periodically updated. |
| Agreed Provider Gain Share Funds | means those funds that the Provider is entitled to access following Approval by HSE and calculated pursuant to the provisions set out in paragraph 5.2.5 of Schedule 5 (Financial Model and Gain Share). |
| Agreed Provider Profit | means those funds that the Provider is entitled to access following Approval by HSE and calculated pursuant to the provisions set out in paragraph 4.2.5 of Schedule 5 (Financial Model and Gain Share). |
| Agreement | means this service concession agreement between the Parties, comprising:   1. the Terms and Conditions; 2. the Schedules; and 3. any other documents referred to in (a) and (b) above. |
| Ancillary Charges | means all fees chargeable by the Provider in relation to Ancillary Services in accordance with Schedule 2 (Additional and Ancillary Services). |
| Ancillary Services | means those services (not being Concession Services or Additional Services) of the general description set out in Schedule 2 (Additional and Ancillary Services) provided by the Provider to HSE as HSE may require from time to time, in accordance with Clause 6 (Ancillary Services) and Schedule 2 (Additional and Ancillary Services). |
| Annual Service Levels | means each of the Service Levels where the Service Measurement Period is on an annual basis. |
| Annual Service Report | shall be as specified in paragraph 3.2 of Schedule 11 (Management Information, Reporting and Records). |
| Annual Service Review | means the review of the Provider’s performance of the Services as set out in Schedule 10 (Governance and Contract Management). |
| Application Fee | means the difference between the New Registration Charge and the Business Renewal (Telephone and Post) Charge. |
| Approval | means the prior written consent of HSE and “**Approve**” and “**Approved**” shall be construed accordingly. |
| Approved Third Party | means, in relation to Gas Work notified under the Building Regulations, an organisation approved by the Provider to receive notification of Gas Work on behalf of the Provider. |
| Assets Register | means the register of Registration Data, Service Assets, Sub-Contracts and other relevant agreements to be created and maintained by the Provider throughout the Term pursuant to paragraph 2.1 of Schedule 12 (Exit Management). |
| Assurance | means written confirmation from a Relevant Authority to the Provider that the CRP Information is approved by the Relevant Authority. |
| Average Price | means, in relation to the Comparable Services provided by the Comparison Group, the mean average of prices for those Comparable Services as adjusted to produce Equivalent Services Data over the previous twelve (12) month period, or other period as agreed between HSE and the Provider. (The “mean average price” shall be calculated by aggregating the prices derived from Equivalent Services Data for each of the services and dividing the same by the number instances of Comparable Services). |
| Awarding Body | means a body accredited by the United Kingdom Accreditation Service and approved by the Accredited Certification Scheme, the Office of Qualifications and Examinations Regulator, Scottish Qualifications Authority and such other accreditation bodies as the Parties may agree, to assess and award certificates of Gas Work Competence. |
| Benchmark Review | means a review of one or more of the Services carried out in accordance with paragraph 7 of Schedule 5 (Financial Model and Gain Share) to determine whether those Services represent Good Value. |
| Benchmarked Services | means a Service that HSE elects to include in a Benchmark Review under paragraph 7 of Schedule 5 (Financial Model and Gain Share). |
| Benchmarker | means the independent third party appointed under paragraph 9 of Schedule 5. |
| Benchmarking Report | means the report produced by the Benchmarker following the Benchmark Review as further described in paragraph 11 of Schedule 5. |
| Board Member | means HSE and Provider Board appointments set out in Annex 1 to Schedule 10 (Governance and Contract Management). |
| Board(s) | means the Contract Review Board, the Transition Governance Board, and the Executive Review Board as the context requires. |
| Brand | means the brand known as the Gas Safe Register. |
| Brand Infringement | means inappropriate use of the Brand as described in Clause 30.8.3. |
| Brand IPR | means all IPR, whether capable of registration or not, subsisting in the Brand. |
| Brand Marketing | means use of the Brand to raise awareness. |
| Breach of Security | means an event that results, or could result, in:   1. any unauthorised access to or use of the HSE Data, Services, the Sites, the Information Management System (as defined in Schedule 21 (Security Requirements and Plan)) and/or any Information and Communication Technology (“ICT”), information or data (including the Confidential Information and the HSE Data) used by HSE and/or the Provider in connection with this Agreement; and/or 2. the loss, corruption and/or unauthorised disclosure of any information or data (including the Confidential Information and the HSE Data), including any copies of such information or data, used by HSE and/or the Provider in connection with this Agreement. |
| Building Gas Work | means Gas Work comprising the installation of a heat-producing gas appliance as that term is used in Schedule 1, Part J of the Building Regulations 2000. |
| Building Regulations | means, unless the context requires otherwise, the Building Regulations 2010 (as amended or replaced from time to time). |
| Building Regulations Compliance Certificate | means a certificate provided under the Building Regulations to consumers or to local authorities warranting or representing that Gas Work undertaken by registered Businesses or Engineers was carried out competently and according to all applicable standards. |
| Business Changes | means an increase or decrease in the number of Registered Businesses, Engineers or Notifications of Work by comparison to the numbers in the Provider’s Financial Model submitted at final tender stage and incorporated into this Agreement. |
| Business Continuity Plan | has the meaning given to it in paragraph 1.2.1 of Schedule 15 (Service Continuity Plan and Corporate Resolution Planning). |
| Business Continuity Services | has the meaning given in paragraph 3.2.2 of Schedule 15 (Service Continuity Plan and Corporate Resolution Planning). |
| Businesses | means a business that carries out Gas Work, including self-employed gas engineers, required by applicable law or regulation to register with the Registration Scheme and “**Business**” shall be construed accordingly. |
| Business Renewal Charge | means, in respect of each Registered Business, the Business Renewal (Telephone & Post) Charge or the Business Renewal (Online) Charge, as applicable. |
| Business Renewal (Online) Charge | means the annual fee registered businesses are required to pay in order to continue registration, where the application for Registration renewal is submitted to the Provider via the Provider’s website and the Registered Business commits to communicate with the Provider electronically. |
| Business Renewal (Telephone and Post) Charge | means the annual fee registered businesses are required to pay in order to continue registration, where the application for Registration renewal is made by telephone or submitted to the Provider by post. |
| CEDR | means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU. |
| Change | means a change to the Services or to this Agreement in accordance with the procedure set out in Schedule 6 (Change Control Procedure). |
| Change Control Note | means the written proposal to change the Services or this Agreement in accordance with the procedure set out in Schedule 6 (Change Control Procedure). |
| Change Control Procedure | means the procedure for control of Changes to the Services or to this Agreement as set out in Schedule 6 (Change Control Procedure). |
| Change in Law | means any change in Law, coming into force after the Effective Date, which impacts on the performance of the Services. |
| Change of Control | means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010. |
| Charges | means Concession Charges, Additional Charges and Ancillary Charges, as set out in Schedule 4 (Charges). |
| Class 1 Transaction | has the meaning set out in the listing rules issued by the UK Listing Authority. |
| CNI | means Critical National Infrastructure. |
| Commercially Sensitive Information | means the subset of Confidential Information listed in Schedule 22 (Commercially Sensitive Information) of a commercially sensitive nature relating to the Provider, its IPR or its business or which the Provider has indicated to HSE that if disclosed by HSE, would cause the Provider significant commercial disadvantage or material financial loss. |
| Comparable Services | means services that are identical or materially similar to the Benchmarked Services (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar services exist in the market, the Benchmarker shall propose an approach for developing a comparable service benchmark. |
| Comparable Supply | means the supply of Services to another customer of the Provider that are the same or similar to the Services. |
| Comparison Group | means a sample group of organisations providing Comparable Services identified by the Benchmarker under paragraph 10 of Schedule 5 (Financial Model and Gain Share). |
| Competence | means the qualifications and skills to carry out Gas Work to current standards. |
| Competence Criteria | means the criteria used by the Provider to assess the Competence of Engineers or Businesses for the purpose of recording their details on the Register, as published by the Standards Setting Body – see www.euskills.co.uk/standards-training-gas-work. |
| Competency | means the Competence to undertake Gas Work of a particular type or category. |
| Competency Check | means proactive examination by the Provider of activities of a Business related to Work that is within scope of the Register for the purposes of determining ongoing compliance with the Competence Criteria and the Rules of Registration. |
| Competency Check Event | means a half-day awareness event (held in person or virtually) for (i) lower Risk Category Engineers and Businesses and (ii) low-scoring medium Risk Category Engineers and Businesses following completion of a successful onsite Competency Check. |
| Competency Check Rate | means the average number of planned competence checks per Business per Contract Year, as determined by the relevant Risk Category in accordance with Schedule 1 (Concession Services Requirements). |
| Complaint Inspection | means to undertake a reactive on-site inspection, investigation or examination by the Provider of Gas Work carried by Registered Businesses as referred to in paragraph 5 of Schedule 1 (Concession Services Requirements). |
| Concession Charges | means the charges specified in paragraph 2.1 of Schedule 4 (Charges). |
| Concession Services | means those services undertaken by the Provider which are set out in Schedule 1 (Concession Services Requirements). |
| Concessions Regulations | means the Concessions Contract Regulations 2016. |
| Concordat | means the document setting out the day-to-day working arrangements between the Parties. |
| Confidential Information | means, in respect of each Party:   1. all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, know-how and IPR of either Party as the context requires; 2. any other information clearly designated as being confidential (whether or not it is marked “confidential”) or which ought reasonably be considered confidential which comes (or has come) to either Party’s attention or into either Party’s possession in connection with this Agreement, as the context requires; and 3. information derived from any of the above. |
| Consumers | means domestic users of gas. |
| Contract Managers | means the individuals appointed as such by HSE and the Provider in accordance with Clause 21 and paragraph 4.3 of Schedule 10 (Governance and Contract Management). |
| Contract Review Board | means the personnel of both Parties listed in Annex 1 of Schedule 10 (Governance and Contract Management). |
| Contract Year | means a twelve (12) month period commencing on the Services Start Date and on any anniversary of the Services Start Date, provided that the fifth Contract Year shall be for a nine (9) month period. |
| Control | means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “Controlled” shall be construed accordingly. |
| Controller | shall have the meaning given in the UK GDPR or the EU GDPR as the context requires. |
| Corporate Change Event | means:   1. any change of Control of the Provider or a Parent Undertaking of the Provider; 2. any change of Control of any member of the Provider's Group which, in the reasonable opinion of HSE, could have a material adverse effect on the Services; 3. any change to the business of the Provider or any member of the Provider's Group which, in the reasonable opinion of HSE, could have a material adverse effect on the Services; 4. a Class 1 Transaction taking place in relation to the shares of the Provider or any Parent Undertaking of the Provider whose shares are listed on the main market of the London Stock Exchange plc; 5. an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Provider or any Parent Undertaking of the Provider; 6. payment of dividends by the Provider or the ultimate Parent Undertaking of the Provider's Group exceeding 25% of the Net Asset Value of the Provider or the ultimate Parent Undertaking of the Provider's Group respectively in any 12 month period; 7. an order is made or an effective resolution is passed for the winding up of any member of the Provider's Group; 8. any member of the Provider's Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Provider's Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Provider's Group; 9. the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Provider's Group; and/or 10. any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Provider's Group in a jurisdiction outside England and Wales. |
| Corporate Change Event Grace Period | means a grace period agreed to by the Relevant Authority for providing CRP Information and/or updates to Service Continuity Plan after a Corporate Change Event. |
| Corporate Resolvability Assessment (Structural Review) | means part of the CRP Information relating to the Provider Group to be provided by the Provider in accordance with Paragraph 2 and Annex 2: Corporate Resolvability Assessment (Structural Review) of Schedule 15 (Service Continuity Plan and Corporate Resolution Planning). |
| Counter Notice | means HSE’s reply to a written notice served on it by the Provider under Schedule 19 (Dispute Resolution). |
| Correction Plan | means the Provider’s plan for the remediation of a Transition Delay. |
| Crown Body | means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf. |
| Crown IPR | means any IPR which is owned by or licensed to the Crown, and which are or have been developed independently of the Agreement (whether prior to the Effective Date or otherwise). |
| CRP Information | means the Corporate Resolution Planning Information, together, the:  (a) Exposure Information (Contracts List);  (b) Corporate Resolvability Assessment  (Structural Review); and  (c) Financial Information and Commentary. |
| Customer | means Businesses, Engineers, Public Users of the Register and HSE, collectively. |
| Data Loss Event | means any event that results, or may result, in unauthorised access to Personal Data held by the Provider under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach. |
| Data Protection Act | means the Data Protection Act 1998, as amended from time to time and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation. |
| Data Protection Impact Assessment | means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data. |
| Data Protection Legislation | means (i) the UK GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy (including, where applicable, EU GDPR). |
| Data Protection Officer | shall have the meaning given in the UK GDPR or EU GDPR as the context requires. |
| Data Subject | shall have the meaning given in the UK GDPR or EU GDPR as the context requires. |
| Data Subject Access Request | means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data. |
| Default | means a breach by a Party of any of the provisions of this Agreement, including any failure in respect of the provisions of Schedule 3 (Service Levels). |
| Default Management Charge | means the sum of five hundred pounds (£500) in accordance with the tariff of administration charges published at the following link: [http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees](http://gps.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees). |
| Deliverable | means an item, feature or service which is required to be delivered by the Provider to HSE as part of the Transition Plan or at any other stage during the performance of this Agreement. |
| Digital Identity Card | means a version of an Engineer identity card made available in digital formats (eg. smart phone wallet). |
| Direction Rights | means the rights of HSE to direct the Provider to carry out the actions listed in Clause 12.2. |
| Directive | means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended. |
| Disaster | means any unplanned interruption of any of the business processes or services of or supplied by the Provider caused by a Force Majeure Event of more than twenty-four (24) consecutive hours duration that materially affects the ability of the Provider to meet the Service Levels or its obligations under this Agreement. |
| Disaster Recovery Plan | has the meaning given to it in paragraph 1.2 of Schedule 15 (Service Continuity Plan and Corporate Resolution Planning). It includes plans for how, in the event of a disaster, the Provider will ensure continuity of service with, as far as reasonably possible, minimal adverse impact. |
| Disaster Recovery Services | means the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster. |
| Disaster Recovery System | means the system embodied in the processes and procedures for restoring the provision of Services following the occurrence of a disaster. |
| Dispute | means any dispute, difference or question of interpretation arising out of or in connection with this Agreement, or any matter where the Agreement directs the Parties to resolve the issue by reference to the Dispute Resolution Procedure in Schedule 19 (Dispute Resolution). |
| Dispute Resolution Procedure | means the procedure as set out in Schedule 19 (Dispute Resolution). |
| DPA | means the Data Protection Act 2018. |
| Documentation | means descriptions of the Services, Service Levels and Key Performance Indicators, details of the Provider Assets (including (i) vendors and versions for off-the-shelf components and (ii) source code and build information for proprietary components), relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:   1. is required to be supplied by the Provider to HSE under this Agreement; 2. would reasonably be required by a competent third party capable of Good Industry Practice contracted by HSE to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services; 3. is required by the Provider in order to provide the Services; and/or 4. has been or shall be generated for the purpose of providing the Services; |
| Due Diligence Information | means any information supplied to the Provider by or on behalf of HSE prior to the Effective Date. |
| EEA | means the European Economic Area. |
| Effective Date | means the date of this Agreement as stated at the start of this Agreement. |
| EIRs | means the Environmental Information Regulations 2004. |
| Emergency Exit | means any termination or Partial Termination of this Agreement which is a:   1. termination of the whole or part of this Agreement in accordance with Clause 41 (Termination and Exit Management), except where the period of notice given under that Clause is greater than or equal to 6 months; 2. termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to Clause 41 (Termination and Exit Management); or 3. wrongful termination or repudiation of this Agreement by either Party. |
| Employee Liability | means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:   1. redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; 2. unfair, wrongful or constructive dismissal compensation; 3. compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; 4. compensation for less favourable treatment of part-time workers or fixed term employees; 5. outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by HSE or the Replacement Provider to a Transferring Provider Employee which would have been payable by the Provider or the Sub-Contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions; 6. claims whether in tort, contract or statute or otherwise; 7. any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation. |
| "Employment Regulations" | means TUPE. |
| Enforcement Policy Statement | means the statement of general principles and approach to be adopted by health and safety authorities when taking enforcement action - issued and updated from time to time by HSE. |
| Engineer | means individual gas engineers who are required to register on the Gas Safe Register to undertake Gas Work legally. |
| Engineer Charge | means the charge payable on Registration, and on each renewal of a then current Registration, of an individual Engineer. |
| Equipment | means any equipment, facilities and software necessary for the provision of the Services together with any files, documents or records relating to the Services or the management, direction or organisation thereof. |
| Equivalent Services Data | means data derived from an analysis of the Comparable Services provided by the Comparison Group as adjusted in accordance with Schedule 5 (Financial Model and Gain Share). |
| Ethical Wall Agreement | means an ethical wall agreement in a form reasonably required by HSE. |
| EU GDPR | means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law. |
| Exception | means a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Agreement or in the supply of the Services. |
| Exclusive Assets | means those Service Assets used by the Provider or a Key Sub-Contractor which are used exclusively in the provision of the Services. |
| Executive Review Board | means the personnel of both Parties listed in Annex 1 of Schedule 10 (Governance and Contract Management). |
| Exit Information | has the meaning given to it in paragraph 3.1 of Schedule 12 (Exit Management). |
| Exit Plan | has the meaning given to it in paragraph 4.1 of Schedule 12 (Exit Management). |
| Existing IPR | means, as the context requires, HSE Existing IPR and/or Provider Existing IPR. |
| Exit Manager | means the person appointed by each Party pursuant to paragraph 2.5 of Schedule 12 (Exit Management) for managing the Parties’ respective obligations under Schedule 12. |
| Expert | means the person appointed by the Parties in accordance with paragraph 4.2 of Schedule 19 (Dispute Resolution). |
| Expiry Date | means 23.59.59 hours on 31 December 2029. |
| Exposure Information (Contracts List) | means part of the CRP Information relating to the Provider's Group to be provided by the Provider in accordance with paragraph 10.3.2 and Annex 1 of Part B of Schedule 15 (Service Continuity Plan and Corporate Resolution Planning). |
| Extraordinary Meeting | means a meeting, attended in person or over a conference call, held by the Parties in an attempt to resolve a Dispute in good faith in accordance with Schedule 19 (Dispute Resolution). |
| Financial Distress Event | means the occurrence of one or more of the events listed in paragraph 3.1 of Schedule 25 (Financial Distress). |
| Financial Distress Remediation Plan | means a plan setting out how the Provider will ensure the continued performance and delivery of the Services in accordance with this Agreement in the event that a Financial Distress Event occurs. This plan should include what HSE would need to put in place to ensure performance and delivery of the Services in accordance with this Agreement up to and including any Insolvency Event in respect of the relevant FDE Group entity and may refer to the Insolvency Continuity Plan as defined in paragraph 1.2.1 of Part A of Schedule 15 (Service Continuity Plan and Corporate Resolution Planning) in this regard. |
| Financial Information and Commentary | means part of the CRP Information requirements set out in accordance with paragraphs 10.3.2 and Annex 3 of Part B of Schedule 15 (Service Continuity Plan and Corporate Resolution Planning). |
| Financial Model | means the financial model submitted to HSE pursuant to paragraph 3.3.2. of Schedule 5 (Financial Model and Gain Share). |
| FOIA | means the Freedom of Information Act 2000 as amended including all subordinate legislation enacted under or pursuant to that Act from time to time, and all guidance or codes of practice issued by the Information Commissioner, Lord Chancellor or Secretary of State for Constitutional Affairs in relation to such legislation. |
| Force Majeure Event | means any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or other natural disaster but excluding any industrial dispute relating to the Provider or the Provider Personnel or any other failure in the Provider’s or a Sub-Contractor’s supply chain. |
| Force Majeure Notice | means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event. |
| Former Provider | means the Previous Provider and any other provider supplying the Deliverables to HSE before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any sub-contractor of such provider (or any sub-contractor of any such sub-contractor). |
| Funds For Distribution | means amounts accrued in accordance with the provisions of paragraphs 4 and 5 of Schedule 5 (Financial Model and Gain Share). |
| Gain Share Fund(s) | has the meaning set out in paragraph 3.2.4 of Schedule 5 (Financial Model and Gain Share). |
| Gas Safety Charity | means the charitable company whose registered charity number is 1131987. |
| Gas | has the meaning of any substance which is or (if it were in a gaseous state) would be gas within the meaning of the Gas Safety (Installation and Use) Regulations 1998. |
| Gas Work | means work (including installation, repair, service, removal, commissioning, testing or inspection) in relation to a gas appliance, gas fitting or gas storage vessel (as those terms are defined in the Gas Safety (Installation and Use) Regulations 1998). |
| General Change in Law | means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Provider) or which would affect the Comparable Supply. |
| Good Industry Practice | means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector. |
| Good Value | means that:   1. the Charges attributable to a Benchmarked Services are, having taken into account the Service Levels, less than or equal to the Average Price; and 2. any Service Levels attributable to Benchmarked Services are, having taken into account the Charges, equal to or greater than the mean average service levels for Comparable Services as adjusted using Equivalent Services Data. |
| Group | means, in respect of the Provider, the Provider, its ultimate holding company and all subsidiaries of its ultimate holding company, the definitions of “holding company” and “subsidiary” being those set out section 1159 of the Companies Act 2006. |
| Guarantee | means the guarantee provided by the ultimate parent company of the Provider, or an agreed alternative to a guarantee, in respect of the Provider’s performance under this Agreement. |
| Guarantor | means the company providing the Parent Company Guarantee under Schedule 17 (Parent Company Guarantee). |
| HSE Assets | means all materials, infrastructure, data, software, assets, equipment or other property owned by and/or licensed or leased to HSE and which is or may be used in connection with the provision or receipt of the Services. |
| HSE Existing IPR | means any and all IPR that are owned by or licensed to HSE and any Crown IPR, and which are or have been developed independently of the Agreement (whether prior to the Effective Date or otherwise), including (but not limited to):   1. IPR owned by or licensed to HSE before the Effective Date, including IPR contained in any of HSE’s know-how, documentation, processes and procedures which relate to the subject matter of this Agreement, the Policies and Procedures, the Risk Model, and the Brand and any trade marks associated with it; 2. IPR which relate to the subject matter of this Agreement created by HSE independently of this Agreement; and 3. the items listed as HSE Existing IPR in Schedule 18. |
| HSE Contract Manager | means the representative appointed by HSE pursuant to Clause 21.4 (Contract management). |
| HSE Data | means:   1. the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any HSE’s Confidential Information, and which are:    1. supplied to the Provider by or on behalf of HSE; and/or    2. which the Provider is required to generate, process, store or transmit pursuant to this Agreement; and 2. any Personal Data for which HSE is the Data Controller; and 3. the items listed as HSE Data in Schedule 18. |
| HSE Premises | means any office or building for which HSE has responsibility for. |
| ICT | means Information and Communications Technology. |
| ICT Policy | means HSE’s Information and Communications Technology Policy. |
| Illegal Gas Work Investigation | means a reactive on-site inspection, examination or investigation by the Provider of illegal or unsafe Gas Work carried out by an unregistered engineer or business or a Registered Engineer working outside of their competencies as referred to in Paragraph 11 of Schedule 1 (Concession Services Requirements); |
| Improvement Plan | means a plan prepared by the Provider pursuant to Clause 11 (Improvement Plan). |
| Indemnification Procedure | means the Procedure for indemnity, where a claim is made against either Party, described in Clause 34.7. |
| Indemnified Claim | means a claim made against either Party under the Indemnification Procedure in Clause 34.7. |
| Indemnified Party | means the Party against whom a claim is made under the provisions of the Indemnification Procedure in Clause 34.7. |
| Indexation Date | means the date by which indexation is calculated, which shall be no later than 30th November each Contract Year. |
| Information Commissioner | means the person for the time being holding the office of Information Commissioner (as constituted by the Data Protection Acts 1984 and 1998) and includes any officers, staff, agents or delegates of that person. |
| Insolvency Event | with respect to any person, means:   1. that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:    1. (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or    2. (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; 2. that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person; 3. another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person; 4. a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person’s assets and such attachment or process is not discharged within fourteen (14) days; 5. that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; 6. where that person is a company, a LLP or a partnership:    1. a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;    2. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;    3. (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or    4. (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or    5. any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above. |
| Inspect | means to undertake an Inspection. |
| Inspection | means, as the context requires, a Competency Check, a Complaint Inspection, an Illegal Gas Work Investigation and/or a Support Investigation; |
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| Inspector | means a person employed or engaged by the Provider in accordance with Schedule 1 (Concession Services Requirements) to carry out Inspections. |
| Insurances | has the meaning given in Clause 36.1.1 (Insurance). |
| Intellectual Property Rights or IPR | means   1. copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, designs, know-how, trade secrets and other rights in Confidential Information; 2. applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and 3. all other rights having equivalent or similar effect in any country or jurisdiction. |
| Internal Benchmark Review | a review of the Intra-group Services carried out by the Provider in accordance with Schedule 5 (Financial Model and Gain Share) to determine whether those Intra-group Services represent Good Value. |
| Intervention Cause | has the meaning given in Clause 13.2.1 (Remedial Adviser). |
| Intervention Notice | has the meaning given in Clause 13.2.1 (Remedial Adviser). |
| Intervention Period | has the meaning given in Clause 13.2.2(c) (Remedial Adviser). |
| Intervention Trigger Event | means:   1. where a right of termination is expressly reserved in this Agreement; 2. a Default by the Provider that is materially preventing or materially delaying the performance of the Services or any material part of the Services; and/or 3. where the Provider fails to implement or successfully complete an Approved Improvement Plan by the date indicated in the Improvement Plan. |
| Intra-group Services | means services provided by companies within the Provider’s Group to the Provider. |
| IPR Claim | means any claim, action or demand brought by a third party against the Provider or HSE (or instituted by the Provider or HSE) for infringement or alleged infringement in relation to any IPR (including, but not limited to, Provider Existing IPR, HSE Existing IPR, Brand IPR and/or New IPR) in connection with, arising out of or in respect of this Agreement. |
| IT | means information and communications technology. |
| Joint Controllers | has the meaning given in Article 26 of the UK GDPR, or EU GDPR, as the context requires. |
| Key Performance Indicators (KPIs) | means the key performance indicators as set out in Schedule 8 (Key Performance Indicators). |
| Key Personnel | means those staff identified as such in Schedule 14 (Key Personnel), as the same may be amended or updated from time to time in accordance with this Agreement, and “**Key Person**” shall be construed accordingly. |
| Key Roles | means the roles carried out by Key Personnel identified in Schedule 14 (Key Personnel). |
| Key Sub-Contract | means a Sub-Contract listed in Schedule 13 (Third-Party Contracts). |
| Key Sub-Contractor | means a Sub-contractor:   1. which, in the opinion of HSE, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or 2. with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract (as set out in the Financial Model).   The Key Sub-contractors (that have been approved by HSE in accordance with the Agreement) to deliver a Key Sub-Contract shall be as listed in Schedule 13 (Third-Party Contracts). |
| KPI | see Key Performance Indicators (KPIs). |
| KPI Failure | means a failure to Achieve a KPI in respect of one or more KPI measures in one or more Contract Years. |
| KPI Target | means the target set for each KPI in Schedule 8 (Key Performance Indicators). |
| LABC | means local authority building control. |
| Late Renewal Charge | means the charge levied on a Business where it does not renew its Registration within six (6) weeks of the expiry of that Business’ expired Registration. |
| Law | means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body. |
| LED or Law Enforcement Directive | means Law Enforcement Directive (Directive (EU) 2016/680). |
| Losses | means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and “Loss” shall be interpreted accordingly. |
| Lost Identity Card Charge | means the charge payable by a Business for each reissued Engineer identity card as a result of a notification of a lost card of that Engineer where the details of the Engineer have not changed. |
| Mandatory Attendance Event | means a full-day awareness event including two knowledge-based tests. These events are used for targeted high-risk Businesses and Engineers. |
| Material Breach | means any Default by the Provider which:   1. gives rise to an express right for HSE to terminate this Agreement; or 2. on reasonable grounds, substantially undermines HSE’s confidence in the Provider to provide the Services properly in accordance with the terms of this Agreement. |
| Mediator | means an independent third party appointed in accordance with paragraph 3.2 of Schedule 19 (Dispute Resolution). |
| Management Information (MI) | means the data and information required as set out in Schedule 11 (Management Information, Reporting and Records). |
| Management Information System | means appropriate systems, processes and records to ensure that the Provider can, at all times, deliver timely and accurate Management Information to HSE in accordance with the provisions of Schedule 11 (Management Information, Reporting and Records). |
| MI Default | has the meaning given to it in Schedule 11 (Management Information, Reporting and Records). |
| MI Failure | means when an MI Report:   1. contains any material errors or material omissions or a missing mandatory field; or 2. is submitted using an incorrect MI Reporting Template; or 3. is not submitted by the reporting date (including where a Nil Return should have been filed). |
| MI Report | means a report containing Management Information submitted to HSE in accordance with Schedule 11 (Management Information, Reporting and Records). |
| MI Reporting Date | means the 7th day of each Month following the Month to which the relevant Management Information relates, or such other date as may be agreed between the Parties. |
| MI Reporting Template | means the form of report set out in the Annex 1 to Schedule 11 (Management Information, Reporting and Records) setting out the information the Provider is required to supply to HSE. |
| Modern Slavery Assessment Tool | means the modern slavery risk identification and management tool which can be found online at: https://supplierregistration.cabinetoffice.gov.uk/msat. |
| Month | means a calendar month and “**Monthly**” shall be interpreted accordingly. |
| Monthly Agreed Operating Costs | means the Agreed Operating Costs apportioned equally on a Monthly basis. |
| Monthly Service Levels | means each of the Service Levels where the Service Measurement Period is on a Monthly basis. |
| Monthly Service Report | shall be as specified in paragraph 3.1.2 of Schedule 11 (Management Information, Reporting and Records). |
| New Additional Service | means any new Additional Service approved by HSE in accordance with Clause 5 (Additional Services). |
| New IPR | means:   1. IPR in items created by the Provider (or by a third party on behalf of the Provider) specifically for the purposes of the Agreement and updates and amendments of these items including database schema; and/or 2. IPR in or arising as a result of the performance of the Provider’s obligations under the Agreement and all updates and amendments to the same,   but shall not include the Provider's Existing IPR. |
| New IPR Item | means a deliverable, document, product or other item within which New IPR subsists. |
| New Registration Charge | means the charge payable in respect of the Registration of a Business that is not a Registered Business. |
| New Service | means any service, function or responsibility reasonably supplemental or ancillary to the Concession Services or Ancillary Services. |
| NI Scheme Approval | means the Northern Ireland Scheme of Approval and means the certificate granted by HSENI under regulation 3 of the Gas Safety (Installation and Use) Regulations (Northern Ireland) 2004, as set out in Schedule 23 (Scheme Approval). |
| Non-Exclusive Assets | means those Service Assets (if any) which are used by the Provider or a Key Sub-Contractor in connection with the Services but which are also used by the Provider or Key Sub-Contractor for other purposes. |
| Notification of Work | means the notification of Gas Work under the Building Regulations (England & Wales). |
| Notification of Work Under the Building Regulations (Online) Charge | means the Concession Charge payable by a Business in respect of Building Gas Work notified to the Provider through the Provider’s website facility. |
| Notification of Work Under the Building Regulations (Reprint) Charge | means the Concession Charge payable for the reprint of a Building Regulations Compliance Certificate. |
| Notification of Work Under the Building Regulations (Telephone & Post) Charge | means the charge payable by a Business in respect of Building Gas Work notified to the Provider by telephone or post. |
| Notification of Work Under the Building Regulations (Third Party) Charge | means the Concession Charge payable by an Approved Third Party in respect of Building Gas Work notified to the Provider by that Approved Third Party on behalf of a Registered Business. |
| Occasions of Tax Non-Compliance | means:   1. any tax return of the Provider submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:    1. a Relevant Tax Authority successfully challenging the Provider under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;    2. the failure of an avoidance scheme which the Provider was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or 2. any tax return of the Provider submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion.   In this definition:  **“DOTAS”** means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;  **“General Anti-Abuse Rule”** means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions; and  **“Halifax Abuse Principle”** means the principle explained in the CJEU Case C-255/02 Halifax and others. |
| Open Book Data | means complete and accurate financial and non-financial information which is sufficient to enable HSE to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Term, including details and all assumptions relating to:   1. the Provider’s costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software; 2. operating expenditure relating to the provision of the Services including an analysis showing:    1. the unit costs and quantity of consumables and bought-in services;    2. manpower resources broken down into the number and grade/role of all Provider Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;    3. a list of costs underpinning those rates for each manpower grade, being the agreed rate less the Provider’s Profit Margin; and    4. expenses; 3. overheads; 4. all interest, expenses and any other third-party financing costs incurred in relation to the provision of the Services; 5. the Provider Profit achieved over the Term and on an annual basis; 6. confirmation that all methods of cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Provider; 7. an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk; and 8. the actual costs profile for each Month. |
| Open Licence | means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/> and the Open Standards Principles documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>. |
| Open Licence Publication Material | means items created pursuant to the Agreement which HSE may wish to publish as Open Licence which are supplied in a format suitable for publication under Open Licence. |
| Operating Costs | means the costs of delivering the Services. As detailed in Schedule 5 (Financial Model and Gain Share). Operating Costs will be proposed annually by the Provider and agreed with HSE. |
| Ordinary Exit | means any expiry or termination of the whole or any part of this Agreement which occurs:   1. pursuant to Clause 41 (Termination and Exit Management) where the period of notice given by the Party serving notice to terminate pursuant to such Clause is greater than or equal to 6 months; or 2. on the Expiry Date. |
| Other Supplier | means any supplier to HSE (other than the Provider) which is notified to the Provider from time to time; |
| Outstanding Renewal Charges | means Renewal Charges and New Registration Charges relating to any period that falls after the date of expiry or earlier termination, calculated as per the formula in Schedule 4 (Charges). This excludes the Application Fee, which does not relate to the period after expiry. |
| Parent Company Guarantee | means the guarantee provided by the ultimate parent company of the Provider in respect of the Provider’s performance under this Agreement as further detailed in Schedule 17 (Parent Company Guarantee). |
| Parent Undertaking | has the meaning set out in section 1162 of the Companies Act 2006. |
| Partial Termination | means the Partial Termination of the Agreement to the extent that it relates to the provision of any part of the Services as further provided for in Clause 42 (Partial Termination, Suspension and Partial Suspension). |
| Personal Data | means personal data as defined in the UK GDPR or the EU GDPR as the context requires. |
| Personal Data Breach | shall have the meaning given in the UK GDPR or the EU GDPR as the context requires. |
| **Processor Personnel** | means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-processor engaged in (as applicable) the performance of the Processor's obligations, or the receipt of the Services in the case of HSE, under this Agreement. |
| Physical Identity Card | means a physical representation of an Engineer identity card instead of a Digital Identity Card. |
| Physical Identity Card Charge | means the charge payable by a Business at the time of Registration or renewal to obtain a Physical Identity Card. |
| Policies | means HSE, government or other policies which the Provider must comply with when delivering the Services and set out in Schedule 7 (Policies) and Schedule 18 (Assets), as the same may be amended or updated from time to time through the operation of the Change Control Procedure. |
| Prescribed Person | means a legal adviser, an MP, or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies, as updated from time to time. |
| Previous Provider | means Capita Business Services Limited (company number 02299747). |
| Previous Provider’s IPR | means any IPR used by the Previous Provider in the provision of the Services the title to which is owned by the Previous Provider or a member of the Previous Provider’s Group. |
| Probationary Registration | means a time-defined initial admission or re-admission of a Business to the Register during which the competence of the business will be assessed. |
| Procedure | means a document describing a Process. |
| Process | means any activity performed on behalf of the Provider in the course of operating the Concession Services. |
| Processes and Procedures Register | means the register of Processes and Procedures in respect of Concession Services compiled by the Provider in accordance with Clause 4.3. |
| Processor | shall have the meaning given in the UK GDPR or the EU GDPR as the context requires. |
| Profit Margin | means, in respect of each Contract Year, the percentage as referred to in paragraph 3.1.2 of Schedule 5 (Financial Model and Gain Share). |
| Prohibited Act | means any of the following:   1. to directly or indirectly offer, promise or give any person working for or engaged by HSE or any other public body a financial or other advantage to:    1. induce that person to perform improperly a relevant function or activity; or    2. reward that person for improper performance of a relevant function or activity; 2. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; 3. committing any offence:    1. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or    2. under legislation or common law concerning fraudulent acts; or    3. defrauding, attempting to defraud or conspiring to defraud HSE or other public body; or 4. any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK. |
| Protective Measures | means appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it, including those outlined in Schedule 21 (Security Requirements and Plan). |
| Provider Contract Manager | means the representative appointed by the Provider pursuant to Clause 21.3 (Contract Management). |
| Provider Existing IPR | means any and all IPR that are owned by or licensed to the Provider (and/or any member of the Provider's Group) and which are or have been developed independently of the Agreement (whether prior to the Effective Date or otherwise). |
| Provider Existing IPR Licence | means a licence to be granted by the Provider to the Provider Existing IPR as set out in Clause 30.2. |
| Provider Personnel | means all directors, officers, employees, agents, consultants and contractors of the Provider and/or of any Sub-Contractor engaged in the performance of the Provider’s obligations under this Agreement. |
| Provider Profit | means the amount of Revenue that the Provider is entitled to retain as a profit. It is calculated as a percentage of Agreed Operating Costs. |
| Provider’s Final Provider Personnel List | means a list provided by the Provider of all Provider Personnel whose will transfer under the Employment Regulations on the Service Transfer Date. |
| Provider’s Proposals | has the meaning given to it in paragraph 6.2.3 of Schedule 15 (Service Continuity Plan and Corporate Resolution Planning). |
| Provider’s Provisional Provider Personnel List | means a list prepared and updated by the Provider of all Provider Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Provider. |
| Provisional Provider Gain Share Funds | means the provisional funds apportioned in accordance with paragraph 5.1.1(b) of Schedule 5 (Financial Model and Gain Share). |
| Provisional Provider Profit | has the meaning given to it in paragraph 4.1.1(b) of Schedule 5 (Financial Model and Gain Share). |
| Public Sector Dependent Supplier | means a supplier where that supplier, or that supplier’s group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business. "Annual Revenue" for this purpose means the audited consolidated aggregate revenue (including share of revenue of joint ventures and associates) reported by the Provider or, as appropriate, the Provider's Group in its most recent published accounts, subject to the following methodology. |
| Public Users of the Register | means Consumers who use the Register. |
| Qualification | means certificates of gas safety competence in a specified category or type of Gas Work. Engineers must only carry out Gas Work for those categories for which they hold the relevant valid qualifications, as listed by the Standards Setting Body. |
| Rectification Plan | means a plan to address the impact of, and prevent the recurrence of, a Material Breach by the Provider. |
| Rectification Plan Process | means the process whereby HSE requires the Provider to provide a plan to rectify Material Breaches. |
| Refunds Policy | means Gas Safe Register’s Policy which provides a process for dealing with requests for the refund of registration fees and charges by Registered Businesses as approved by HSE from to time, which shall be developed by the Provider and shared for approval by HSE prior to the Services Start Date (and which may subsequently be amended with the prior written approval of HSE from time to time). |
| Register or Gas Safe or Gas Safe Register | means the record of Businesses and Engineers to be maintained by the Provider pursuant to the Registration Scheme and also called the Gas Safe Register. |
| Registered Business | means a Business included on the Register. |
| Registered Engineer | means an Engineer included on the Register. |
| Registration | means the inclusion of a Business or an Engineer (as applicable) on the Register. |
| Registration Data | means all information or data held on any computer or information system concerning or relating to former or current Engineers or Businesses and the work undertaken by those Engineers and Businesses. |
| Registration Data IPR | means any IPR subsisting in the Registration Data. |
| Registration Database | means all information or data held on any computer system and all documents, papers and other records in any form concerning or relating to former or current Businesses or Engineers and the work undertaken by those Businesses and Engineers, but excludes, where such information or data is held on a computer system, any relationship links between various items of information or data. |
| Registration Date | means the date upon which a Registered Business or Registered Engineer is included upon the Register, save that where any Registered Business was included on the Register operated by the Previous Provider, the Registration Date for such Registered Businesses shall be the Services Start Date. |
| Registration IPR | means all intellectual property rights, including any database rights under the Copyright and Rights in Databases Regulations 1997 and any copyrights under the Copyright, Designs and Patents Act 1998 and predecessor or successor legislation, including subordinate legislation, existing in the Registration Database. |
| Registration Personal Information | means the personal information (as defined in the DPA) of the Engineers identified in the Registration Database. |
| Registration Policy | means the policy which clarifies the Rules of Registration in relation to first entering on to the Register, ongoing requirements, sanctions and communications. |
| Registration Scheme | means the scheme set out in Schedule 1 (Concession Services Requirements) relating to the operation of the Register and activities associated therewith. |
| Registration Year | means a twelve (12)-month period commencing on a Registration Date or any anniversary of a Registration Date. |
| Regulations | means the Gas Safety (Installation and Use) Regulations 1998. |
| Regulatory Body | means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement “Regulatory Body” shall be construed accordingly. |
| Related Provider | as referred to in Schedule 15 (Service Continuity Plan and Corporate Resolution Planning). |
| Relevant Authority | means HSE and the Cabinet Office Markets and Suppliers Team or, where the Provider is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team. |
| Relevant Conviction | means any previous or pending prosecutions, convictions, cautions or binding over orders for burglary, violence or a sexual offence. |
| Relevant Requirements | means all applicable Law relating to bribery corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010. |
| Relevant Tax Authority | means HMRC, or, if applicable, a tax authority in the jurisdiction in which the Provider is established. |
| Relevant Transfer | means a transfer of employment to which the Employment Regulations apply. |
| Relevant Transfer Date | means in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. |

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| Relief | means:   1. a period during which the Provider’s performance is not taken into account when determining whether it has Achieved the Service Levels in respect of a KPI; or 2. the adoption of an alternative calculation method to measure the Provider’s performance, for example by omitting outliers in data, in respect of a KPI   in each case as a result of a Force Majeure Event. |

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| Remedial Adviser | means the person appointed pursuant to Clause 13.2.2 (Remedial Adviser). |
| Remedial Adviser Failure | has the meaning given in Clause 13.2.6 (Remedial Adviser); |
| Remote Technical Assessment | means an assessment which shall consist of a telephone and video interview with an inspector to assess the competence for Engineers and Businesses which is to be used as part of business contingency practices only upon agreement from HSE. The assessment shall include a knowledge-based test which allows validation of the Engineer’s/Business’s classification and Risk Rating. |
| Removal | means a Business or Engineer is removed from the official list of gas businesses or from the list of those competent and qualified to work on gas. This means that the Business or Engineer can no longer undertake Gas Work legally. |
| Renewal Charges | means the:  (a) Business Renewal (Telephone & Post) Charge;  (b) Business Renewal (Online) Charge; and  (c) Engineer Renewal Charge. |
| Renewal Fee | means the cost to Businesses / Engineers to continue their registration, including Renewal Charges. |
| Renewal Fee Able-to-Proceed Date | means one (1) calendar month before the Renewal Fee Collection Start Date. |
| Renewal Fee Collection Start Date | means 1 April 2025. |
| Repeat Failure Multiplier | means the multiplier applied to failures as set out in Table 1 of Schedule 3 (Service Levels). |
| Replacement Provider | means any third party appointed by HSE from time to time to undertake services the same as or substantially similar to the Services following the expiry or earlier termination (or part termination) of this Agreement. |
| Replacement Services | means any Services which HSE performs itself or procures the performance of by a third party as a result of any Default by the Provider. |
| Replacement Sub-Contractor | means a sub-contractor of the Replacement Provider to whom Transferring Provider Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor). |
| Reporting | means the provision of reports to HSE by the Provider in accordance with Clause 25 (Reporting). |
| Request for Information | shall have the meaning set out in section 8 of the FOIA and includes any apparent request for information under the FOIA or the EIRs. |
| Required Action | has the meaning given in Clause 13.1.1 (Step-In Rights). |
| Reserved Provider Profit | has the meaning given in paragraph 4.1.1(a) of Schedule 5 (Financial Model and Gain Share). |
| Retained Contracts | means existing sub-contracts between the Previous Provider and third parties related to or necessary for the provision of the Services which are to continue during the Term and are set out in Schedule 13 (Third-Party Contracts). |
| Revenue | means all Concession Charges, Ancillary Charges and Additional Charges received and accounted for in respect of a Contract Year. |
| Review Report | has the meaning given to it in paragraph 6.2 of Schedule 15 (Service Continuity Plan and Corporate Resolution Planning). |
| Risk Category | is determined by a Business’s Risk Rating, and determines the frequency of planned Competence Check (the Competency Check Rate). Risk Categories are lower, medium, higher and targeted higher. |
| Risk Model | means the model, process or algorithm used to determine a Business’s Risk Rating, and subsequently the Risk Category that applies to them. It is used to assist in the selection of Gas Work to Inspect. |
| Risk Rating | is the score or rating allocated to a Business on application of the Risk Model. |
| Risk Register | means the management product developed and maintained by the Provider, in which all the information about each risk to the provision of Services is documented, such as a description of the risk, the people associated with managing the risk (e.g. the risk owner), the response to be carried out, and an evaluation of the risk in terms of expected value (i.e. a quantifiable measure combining probability and financial impact, facilitating appropriate risk prioritisation). |
| Rolling Period | means the aggregated period of time during which performance against monthly and annual Service Levels is calculated, as set out in paragraph 4 of Schedule 3 (Service Levels). |
| Rules of Registration | means the contract between the Provider and Businesses and Engineers governing the inclusion of those Businesses and Engineers in the Register, as published on the Gas Safe Register website at <https://www.gassaferegister.co.uk/media/1600/rules-of-registration-v51.pdf> |
| Sanctions Policy | means the HSE-owned policy that outlines the sanctions that Gas Safe Register can apply to the registration of any Registered Business and/or Engineer, where justification exists. |
| Scheme Approval | means the approval of the class of persons of which a Business must be a member for the purposes of regulation 3(3) of the Regulations, as set out in Schedule 23 (Scheme Approval). |
| Scheme Documents | means all documents created or acquired by the Provider to facilitate the provision of the Concession Services and Ancillary Services, including:   1. any document acquired, amended or created by the Provider to enable Inspectors, Businesses and Engineers to determine whether Gas Work is Unsafe Gas Work and, if so, the risk attaching to that Unsafe Gas Work; 2. the Rules of Registration; 3. the Processes and Procedures Register and all documents forming part of that register; and 4. all training materials provided or delivered to the Provider Personnel to facilitate their provision of the Concession Services and Ancillary Services and which are specifically developed for the Concession Services. |
| Security Management Plan | means the Provider’s security plan prepared pursuant to Schedule 21 (Security Requirements and Plan). |
| Security Policy | means HSE’s security policy annexed to Schedule 21 (Security Requirements and Plan), as updated from time to time. |
| Senior Management Team | means those individuals holding senior executive roles within the Provider’s organisation. |
| Senior Officers | are senior officials of HSE and the Provider that have been instructed by HSE Contract Manager and Provider Contract Manager respectively to resolve a Dispute by commercial negotiation, in accordance with Schedule 19 (Dispute Resolution). |
| Service Assets | means all assets, rights, equipment, systems, software or other items owned or leased and used by the Provider to provide the Services in accordance with this Agreement. |
| Service Continuity Plan | means any plan prepared pursuant to paragraph 1 of Schedule 15 (Service Continuity Plan and Corporate Resolution Planning) as may be amended from time to time. |
| Service Credits | means the amount payable by the Provider due to the occurrence of Service Level Failures calculated in accordance with Schedule 3 (Service Levels). |
| Service Levels | means the service levels SL01 to SL17 as respectively set out in Schedule 3 (Service Levels). |
| Service Level Failure | means a failure to Achieve a Service Level Performance Measure. |
| Service Level Failure Rights | means the rights set out in Clauses 8 (Service Levels), 9 (Service Points), 11 (Improvement Plan), 12 (Direction Rights) and 13 (Step-In Rights and Remedial Adviser). |
| Service Level Performance Measure | means the level of performance required to meet the respective Service Levels as indicated in Annex 1 Schedule 3 (Service Levels). |
| Service Measurement Period | means the period of calculation of performance for each Service Level as set out in Annex 1 of Schedule 3 (Service Levels). |
| Service Point Application Period | means the period against which Service Credits are calculated. |
| Service Points | means points accumulated as a result of a Service Level Failure during a Service Measurement Period. |
| Services | means the Concession Services, Additional Services and Ancillary Services. |
| Service Transfer | means any transfer of the Services (or any part of the Services), for whatever reason, from the Provider or any Sub-Contractor to a Replacement Provider or a Replacement Sub-Contractor. |
| Service Transfer Date | means the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires. |
| Services Start Date | means the date when the Provider commence delivery of the Services, which will be 00.00.00 hours on 1 April 2025. |
| Sites | means any premises from where the Services are provided or where the Equipment is situated or from which Provider manages, organises or otherwise directs the provision or the use of the Services. |
| Social Value | means the additional social benefits that can be achieved in the delivery of the Agreement, set out in Schedule 1 (Concession Services Requirements) and the Provider's Tender. |
| Specific Change in Law | means a Change in Law that relates specifically to the business of HSE and which would not affect a Comparable Supply including but not limited to:   1. Gas Safety (Installation and Use) Regulations 1998; 2. Gas Safety (Installation and Use) Regulations (Northern Ireland) 2004. |
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| Staffing Information | means in relation to all persons identified on the Provider’s Provisional Provider Personnel List or Provider’s Final Provider Personnel List, as the case may be, all information required in Annex E2 to Schedule 9 (Staff Transfer) in the format specified and with the identities of Data Subjects anonymised where possible. HSE may acting reasonably make changes to the format or information requested in Annex E2 from time to time. Such information shall include (without limitation) the following information in an anonymised format:   1. their ages, dates of commencement of employment or engagement, gender and place of work; 2. details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; 3. the identity of the employer or relevant contracting Party; 4. their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; 5. their wages, salaries, bonuses and profit-sharing arrangements as applicable; 6. details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; 7. any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); 8. details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long-term absence; 9. copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and 10. any other “employee liability information” as such term is defined in regulation 11 of the Employment Regulations. |
| Standards Setting Body | means the industry body with oversight of assessment and training standards for Gas Work. It is responsible for the governance and industry consultative structure that determines and agreed the "Matters of Gas Safety" criteria for gas Engineers, including the competence requirements for the certification required for Gas Safe registration. |
| Standards Setting Function | means the Standards Setting Function which is the service delivery function for the Standards Setting Body. This includes secretariat, Standards Development Unit, and facilitating/hosting numerous forums/meetings. |
| Step-In Notice | has the meaning given in Clause 13.1.1 (Step-In Rights). |
| Step-In Rights | means HSE’s right to appoint one or more individuals to manage on a temporary basis the Provider’s provision of the Services or any part them in accordance with Clause 13.1. |
| Step-In Trigger Event | means:   1. where the Provider fails to implement or successfully complete an Approved Improvement Plan by the date indicated in the Improvement Plan; 2. the Provider committing a Material Breach which is irremediable; 3. where a right of termination is expressly reserved in this Agreement; 4. an Insolvency Event occurring in respect of the Provider or any Guarantor; 5. a Default by the Provider that is materially preventing or materially delaying the provision of the Services or any material part of them; 6. HSE considers that the circumstances constitute an emergency despite the Provider not being in breach of its obligations under this Agreement; 7. HSE being advised by any Crown Body regulatory body that the exercise by HSE of its rights under Clause 13.1 (Step-In Rights) is necessary; 8. the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or 9. a need by HSE to take action to discharge a statutory duty. |
| Step-Out Date | has the meaning given in Clause 13.1.4(b) (Step-In Rights). |
| Step-Out Notice | has the meaning given in Clause 13.1.4 (Step-In Rights). |
| Step-Out Plan | has the meaning given in Clause 13.1.5 (Step-In Rights). |
| Strategic Supplier | means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers. |
| Sub-Contract | means any contract or agreement between the Provider and a third party:   1. where that contract or agreement to terminate without notice, the Provider would have significant difficulties in providing the Services and meeting the Service Levels; or 2. where the third party agrees to perform (or to assist in performing a substantial part of) any of the Provider’s material obligations under this Agreement (but excluding such sub-contracts which relate to the delivery or performance of minor or non-material parts of the Services),   and, for the avoidance of doubt, includes forming a subsidiary company or any partnership, joint venture or other business arrangement between the Provider and a third party for the purpose of performing the Provider’s obligations under this Agreement. |
| Sub-Contractor | means any third party with whom the Provider enters into a Sub-Contract. |
| Sub-processor | means any third party appointed to process Personal Data on behalf of the Processor related to this Agreement. |
| Supply Chain Map | means details of (i) the Provider, (ii) all Sub-Contractors and (iii) any other entity that the Provider is aware is in its supply chain that is not a Sub-Contractor, setting out at least:   1. the name, registered office and company registration number of each entity in the supply chain; 2. the function of each entity in the supply chain; and 3. the location of any premises at which an entity in the supply chain carries out a function in the supply chain. |
| Support Investigation | means the provision by the Provider of reactive support, inspection and/or examination following requests, complaints, concerns raised by HSE, local authority, police and/or coroners as referred to in paragraph 10 of Schedule 1 (Concession Services Requirements). |
| Suspension | means if a Business or Engineer is removed from the official list of gas businesses or from the list of those competent and qualified to work on gas for a defined period. This means that the Business or Engineer can no longer undertake Gas Work legally until the suspension is lifted. Suspensions are normally lifted within 30 working days if specified criteria are met, but can also be for a specified fixed term, extended, or escalated to removal from the Register. |
| Technical Assessment | has the meaning given to it in paragraph 4.21 of Schedule 1 (Concession Services Requirements). |
| Tender | means the Provider's final tender submission as set out in Schedule 26 (Tender). |
| Term | means the period that this Agreement is in force as provided in Clause 2 (Commencement, Term and Due Diligence). |
| Termination Assistance | means the activities to be performed by the Provider pursuant to the Exit Plan, and any other assistance required by HSE pursuant to the Termination Assistance Notice to achieve the orderly transition of Services to HSE or a Replacement Provider as appropriate. |
| Termination Assistance Notice | has the meaning given to it in paragraph 5.1 of Schedule 12 (Exit Management). |
| Termination Assistance Period | means in relation to a Termination Assistance Notice, the Period specified in the Termination Assistance Notice for which the Provider is required to provide the Termination Assistance as such period may be extended pursuant to paragraph 5.2 of Schedule 12 (Exit Management). |
| Termination Notice | means a notice in writing, delivered in accordance with Clause 22 (Notices) terminating this Agreement (or any part thereof) or any Services (or part thereof). |
| Terms & Conditions | means the terms and conditions (excluding the Schedules to) this Agreement. |
| Territory | means the United Kingdom of Great Britain and Northern Ireland. |
| Third Party IPR | means IPR owned by a third party which is or will be used by the Provider for the purpose of providing the Deliverables, including, but not limited to, any IPR used by the Provider to store, amend and manipulate the Registration Data or to enable it to perform any material aspect of the Services the IPR in which are the property of any third party, other than a member of the Provider’s Group. |
| Third Party IPR Licence | means a licence to the Third Party IPR as set out in Clause 30.5. |
| Third Party Provisions | means provisions for staff other than those of the Parties in relation to Staff Transfer and Exit Management as described in Clause 50.1. |
| Transferable Assets | means those of the Exclusive Assets which are capable of legal transfer to HSE. |
| Transferable Contracts | means the relevant Transferred Assets, Sub-Contracts, licences for Provider Existing IPR Licences, Third Party IPR Licences or other agreements which are necessary to enable HSE or any Replacement Provider to provide the Services or the Replacement Services, including in relation to licences all relevant Documentation. |
| Transferable Gain Share Funds | shall have the meaning set out in paragraph 5.2.4 of Schedule 5 (Financial Model and Gain Share). |
| Transferable Provider Profit Funds | shall have the meaning set out in paragraph 4.2.4 of Schedule 5 (Financial Model and Gain Share). |
| Transferring Assets | has the meaning given in paragraph 8.2.2 of Schedule 12 (Exit Management). |
| Transferring Contracts | means contracts assigned or novated to HSE and/or the Replacement Provider. |
| Transferring Former Provider Employees | means in relation to a Former Provider, those employees of the Former Provider to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Provider on or prior to the Relevant Transfer Date. |
| Transferring HSE Employees | means those employees of HSE to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Provider on or prior to the Relevant Transfer Date. |
| Transferring Provider Employees | means those employees of the Provider and/or the Provider’s Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date. |
| Transition Activities | means all acts or things that the Provider will do or undertake from the Effective Date to the Services Start Date to ensure that it is able to provide the Services from the Services Start Date. |
| Transition Delay | is as defined in Clause 17.4.1. |
| Transition Governance Board | means that board established by Annex 1 of Schedule 10 (Governance and Contract Management) to oversee the Transition Activities. |
| Transition Period | means the period from and including the Effective Date until the Services Start Date or such other period as shall be agreed between the Parties in accordance with Schedule 16 (Transition Plan). |
| Transition Plan | means the Provider’s transition plan set out in Annex 1 of Schedule 16 (Transition Plan). |
| Transparency Information | is as defined in Clause 33.9. |
| Transparency Reports | has the meaning given in Schedule 11 (Management Information, Reporting and Records). |
| TUPE | means Transfer of Undertakings (Protection of Employment) Regulations 2006. |
| UK GDPR | has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4) of the DPA 2018. |
| UK Public Sector Business | means any goods, service or works provision to UK public sector bodies, including Crown Bodies and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations. |
| Unsafe Gas Work | means any Gas Work which is not to the standards formulated by the Provider. |
| Updated Identity Card Charge | means the charge payable by a Business for each reissued Engineer identity card as a result of a request for an updated Engineer identity card where the details of the Engineer have changed. |
| Variation | means a variation or modification made to the Agreement via the Change Control Procedure. |
| Virtual Library | means the data repository hosted by the Provider containing the information about this Agreement and the Services provided under it in accordance with Schedule 11 (Management Information, Reporting and Records). |
| Work Package | means terms of reference, activities and deliverables agreed by the Parties in respect a requirement by HSE for Ancillary Services. |
| Working Day | means a day (excluding Saturdays, Sundays and bank holidays in England and Wales) on which banks are open for normal business in London. |
| Working Hour | means, in respect of each Working Day, a period of 60 consecutive minutes within the hours of 07:30 to 19:00. |
| Year 1 | means the Contract Year commencing on the Services Start Date and **“Year 2”**, **“Year 3”** and all such similar expressions shall be interpreted accordingly. |