



SECONDMENT AGREEMENT

for

**THE APPOINTMENT OF [REDACTED] AS A NON-
EXECUTIVE DIRECTOR OF THE HEALTH AND SAFETY EXECUTIVE
– 1 January 2023 to 31 December 2026**

With

NHS FOUNDATION TRUST

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This agreement is made between:

The **HEALTH AND SAFETY EXECUTIVE** (acting as part of the Crown) of Redgrave Court, Merton Road, Bootle, Merseyside, L20 7HS (hereinafter called 'the HSE' of the one part) and

NHS FOUNDATION TRUST, whose office is at Great Ormond Street Hospital for Children, NHS FT, Great Ormond Street, London WC1N 3JH (hereinafter 'the Council of the other part), in accordance with the details, terms and conditions stated herein.

WHEREAS

The Trust will allow [REDACTED] to become a member of the Health and Safety Executive (HSE) Board.

1 GENERAL CONDITIONS

- 1.1 This agreement will be subject to the HSE Terms and Conditions of Appointment for Members of the Health and Safety Executive, attached with this Contract.

2 STATEMENT OF SERVICE REQUIREMENTS

- 2.1 The Council will allow [REDACTED] to become a member of the HSE Board as detailed in Schedule A to this Contract. [REDACTED] will be expected to commit in the region of 8 days per year.

3 DURATION

- 3.1 The appointment will commence **01 January 2023** and end on **31 December 2026**.

4 COSTS

- 4.1 HSE will reimburse the Council **£4,800.00** per year inclusive of VAT at the prevailing rate. This should be invoiced on a quarterly basis in arrears. This is exclusive of expenses which [REDACTED] can claim separately from HSE.

5 INVOICING AND PAYMENTS

- 5.1 All invoices raised must include the relevant Purchase Order number which will be issued by HSE Procurement Unit. Failure to include the Purchase Order Number may delay payment. Invoices should be submitted to HSE electronically to [REDACTED]
- 5.2 HSE shall make payment of agreed costs, in arrears, within 30 days of the acceptance of the invoice.

6 MANAGEMENT OF THE CONTRACT

- 6.1 The HSE Contract Manager for this work is:

[REDACTED]



7 ACCESS TO HSE PREMISES

- 7.1 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.
- 7.2 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>

8 PUBLICATION

- 8.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this agreement is not Confidential Information.

9 VARIATION TO AGREEMENT

- 9.1 Except where expressly stated in this agreement, no change, amendment or modification shall be effective unless in writing and signed by the duly authorised representatives of both parties.
- 9.2 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.

10 TERMINATION

- 10.1 This Agreement may be terminated by either party by giving one months written notice. In the event of termination by HSE, the Council shall be provided with any reimbursement of costs, actually and reasonably incurred, up to the date of termination, subject to the limit specified in Clause 4 above.

As Witnessed at the Hands of the Parties

SIGNATORIES

IN WITNESS WHEREOF THIS CONTRACT HAS BEEN AGREED :

Signature




Name in Capitals

_____

Position

_____

Date

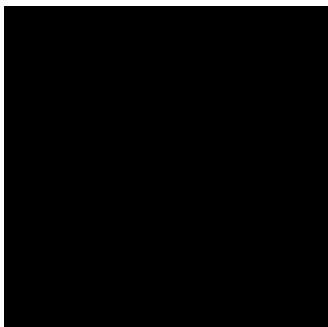
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Duly authorised to sign on behalf of

HEALTH AND SAFETY EXECUTIVE

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

Signature




Name in Capitals

_____

Position

_____

Date

_____

Duly authorised to sign on behalf of the

NHS FOUNDATION TRUST

Great Ormond Street Hospital for Children, NHS FT, Great Ormond Street, London
WC1N 3JH

Schedule A

STATEMENT OF SERVICE REQUIREMENT

The Trust note and agrees to the appointment of [REDACTED] to the role of **Non-Executive Director of the Health and Safety Executive** and notes the **Terms and Conditions for Appointment as embedded below**, and dated 8th December 2022.



Annex 1

CONTACT LIST

HSE Contacts	Council Contacts
Contractual Queries	
<div>[REDACTED]</div>	<div>[REDACTED]</div>
Contract Managers / Technical Queries	
<div>[REDACTED]</div>	

Annex 2

HSE UK TRAVEL AND SUBSISTENCE RATES

Car Mileage Rates (for using your own vehicle) – All engine types and sizes

Up to 10,000 mile per financial year	45p per mile
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Over 10,000 miles per financial year	25p per mile
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NB: Your vehicle must be insured for Business Use

Public Transport Fares

Second Class Rail travel, Air fares (within UK only), Bus fares etc will be payable at cost on production of receipts, provided that the most economical means of transport has been used.

SUBSISTENCE RATES

All receipts **must** be retained to support your claim.

Day Subsistence

More than 5 hours and up to 10 hours	Actual costs up to £6.65
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More than 10 hours and up to 12 hours	Actual costs up to £11.00
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More than 12 hours	Actual costs up to £17.65
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Night Subsistence

Booked via HSE Accommodation Booking Agency :

The 24 hour overnight subsistence allowance consists of 2 components :

Meal One	Actual costs up to £6.65
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Meal Two	Actual costs up to £16.55
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This is payable as a “24 hour” rate and amounts incurred over any individual component will not be reimbursed by HSE. The rates are agreed with HMRC to obtain dispensation from tax liability.

Booked making your own Commercial Arrangements

Actual cost of bed and breakfast up to a maximum of:	£93.00 per night in London or £70.00 per night elsewhere
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