



CONTRACT
between
THE HEALTH AND SAFETY EXECUTIVE
and
LANTRA
for
AGRICULTURE COMPLIANCE EVENTS

CONTENTS

Clause	Clause No.
General Conditions	1
Entire Agreement	2
Statement of Service Requirements	3
Management of the Contract	4
Duration	5
Costs	6
IR35 – Intermediaries Legislation	7
Tax Status	8
Invoicing and Payments	9
Deliverables	10
Intellectual Property	11
Access to HSE Premises	12
Confidentiality	13
Publication	14
Variation	15
Governing Law	16
Termination	17
Signatories	

Schedules and Annexes

Schedule A	Statement of Service Requirement
Schedule B	HSE Standard Terms and Conditions
Schedule C	Processing Personal Data and Data Subjects
Annex 1	Contact List

This Contract is made between:

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

LANTRA, company registration number 2823181 and whose registered office is at Lantra House, Stoneleigh Park, Coventry, CV8 2LG (hereinafter 'the Contractor' of the other part), in accordance with the details, terms and conditions stated herein.

WHEREAS

The Contractor was successful as a result of a tender exercise to deliver Agriculture Compliance Events

1 GENERAL CONDITIONS

- 1.1 This Contract will be subject to the HSE Standard Terms and Conditions of Contract for the Provision of Services, attached as Schedule B. However, where any conflict exists between the clauses in this Contract and the Terms and Conditions at Schedule B, then the clauses in this Contract will prevail. The Clauses in this Contract and the Terms and Conditions at Schedule B will also govern all Purchase Orders placed against this Contract.

2 ENTIRE AGREEMENT

- 2.1 This Contract constitutes the entire agreement and understanding between the parties concerning the subject matter hereof and supercedes all prior agreements, both oral and written, representations, statemetns, negotiations and undertakings.

3 STATEMENT OF SERVICE REQUIREMENTS

- 3.1 The Contractor will carry out on behalf of the HSE a Statement of Services (hereinafter called the "Services") as detailed in Schedule A to this Contract.
- 3.2 The Contractor shall organise and conduct the entire Services in consultation with the HSE where appropriate, and provide all necessary resources of personnel, materials, Services and equipment, except for such resources that may be provided by the HSE at its discretion.
- 3.3 No undertaking shall be deemed to have been made by the HSE in respect of the total quantities or values of the Services to be ordered pursuant to this contract and the Contractor acknowledges and agrees that it has not entered into this contract on the basis of any such undertaking.

4 MANAGEMENT OF THE CONTRACT

- 4.1 The HSE Contract Manager who will be responsible for liaison and certifying completion of the provision and overall management of the Services is identified at Annex 1.

- 4.2 The Services will be monitored by the Contract Manager who will also evaluate the provision on completion.
- 4.3 In all cases, both parties will work within the agreed timescales/constraints and costs outlined at the beginning of the commission.

5 DURATION

- 5.1 The Services shall commence on 30 July 2018 and shall be completed by 31 July 2019.
- 5.2 If the Year 1 pilot of the provision is successful, the Contract will continue for a further two years, three years in total, subject to continued HSE funding. There is also the possibility of a further two-year extension, 5 years in total, if agreeable to both parties. HSE cannot guarantee any minimum number of events or attendees and cannot guarantee any work or volumes of business.
- 5.3 The Contractor shall not commence Year 2 of the work until the satisfactory outcome of a meeting between the Contractor and the HSE Contract Manager to review Year 1 outcomes. Delegate feedback will also be taken into consideration. Any further work undertaken after this period without the prior agreement of the HSE Contract Manager, shall be at the risk of the tenderer.

6 COSTS

- 6.1 The Costs to be paid by the HSE to the Contractor for the Services are broken down as below:

Part 1 – Fixed Costs

Course development and training materials - £3,300.00 one off cost for Year 1, ACE Part 1 only. One off development costs may also be payable for Year 2, ACE Part 2 events;

Invitations, administration and management - £4,150.00 per year.

Total Part 1 £7,450.00 in Year 1

Part 2 – Variable Costs

£55.00 per head, maximum of 260 delegates per region for ACE Part 1. HSE will pay on a cost per person trained basis and for 1 delegate per invited farm only.

Maximum total variable cost £14,300.00 per region, with up to 4 regions covered in Year 1 (maximum total variable cost £57,200.00 in Year 1)

- 6.2 Any additional costs will be agreed in advance with the HSE Contract Manager and subject to clause 11 Variation to Contract. Year 2 costs may also include fixed and variable costs associated with ACE Part 2 events in addition to further ACE Part 1 events.

- 6.3 Where appropriate, and subject to the HSE Contract Manager's approval, actual and reasonable travel and subsistence costs shall be payable in line with the rates agreed at Annex 2.

7 IR35 – INTERMEDIARIES LEGISLATION

- 7.1 HSE has undertaken an IR35 assessment of this engagement, and the HMRC online assessment tool determined that IR35 does not apply to this engagement.

8 TAX STATUS

- 8.1 Where the Contractor, or its staff, is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

- 8.2 Where the Contractor, or its staff, is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

- 8.3 HSE may, at any time request that the Contractor provides information which demonstrates how it, or its staff, complies with Clauses 8.1 and 8.2 above or why those Clauses do not apply to it.

- 8.4 A request under Clause 8.3 above may specify the information which the Contractor, or its staff, must provide and the period within which that information must be provided.

- 8.5 HSE may terminate this contract if

a) in the case of a request mentioned in Clause 8.3 above-

- (i) The Contractor, or its staff, fails to provide information in response to the request within a reasonable time, or
- (ii) The Contractor, or its staff, provides information which is inadequate to demonstrate either how it complies with Clauses 8.1 and 8.2 above or why those Clauses do not apply to it;

(b) in the case of a request mentioned in Clause 8.4 above, The Contractor, or its staff, fails to provide the specified information within the specified period, or

(c) it receives information which demonstrates that, at any time when Clauses 9.1 and 9.2 apply the Contractor, or its staff, is not complying with those Clauses.

- 8.6 HSE may supply any information which it receives under Clause 8.3 to the Commissioners of Her Majesty's Revenue and Customs for the purposes of the collection and management of revenue for which they are responsible.

9 INVOICING AND PAYMENTS

- 9.1 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 electronically in PDF format to APinvoices-HAS-U@sscl.gse.gov.uk.
- 9.2 Invoices should also include details of work satisfactorily carried out and any VAT properly chargeable.
- 9.3 HSE shall make payment of agreed costs, in arrears, within 30 days of the acceptance of the invoice.
- 9.4 The Contractor shall send a copy invoice along with details of any work satisfactory carried out to the HSE Contract Manager identified at Annex 1.

10 DELIVERABLES

- 10.1 The Contractor shall provide Agriculture Compliance Events.

11 INTELLECTUAL PROPERTY

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

12 ACCESS TO HSE PREMISES

- 12.1 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.
- 12.2 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>

13 CONFIDENTIALITY

- 13.1 The Contractor shall not at any time divulge any information or material acquired during the performance of this Contract to any third party without prior permission in writing of the Executive, except where required in the course of any legal proceedings.
- 13.2 The Contractor shall keep documents and other materials produced or acquired in the course of the contract in accordance with The Criminal Procedure and Investigations Act 1996 (CPIA).

13.3 HSE may disclose the Confidential Information of the Contractor:

- (a) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body;
- (b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 13.3(a) (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Contract; or
- (f) on a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Clause.

14 PUBLICATION

- 14.1 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 Contract is not Confidential Information. HSE shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 14.2 Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for HSE to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 14.3 HSE may consult with the Contractor to inform its decision regarding any redactions but HSE shall have the final decision in its absolute discretion.
- 14.4 The Contractor shall assist and co-operate with HSE to enable HSE to publish this Contract.

15 VARIATION TO CONTRACT

- 15.1 Except where expressly stated in this contract, no change, amendment or modification shall be effective unless in writing and signed by the duly authorised representatives of both parties.
- 15.2 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 Procurement Unit.

16 GOVERNING LAW

- 16.1 This Contract shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

17 TERMINATION

- 17.1 This Contract may be terminated by either party by giving one months written notice. In the event of termination by HSE, the Contractor shall be provided with any re-imbursment of costs, actually and reasonably incurred, up to the date of termination, subject to the limit specified in Clause 6 above.

As Witnessed at the Hands of the Parties

SIGNATORIES

IN WITNESS WHEREOF THIS CONTRACT HAS BEEN AGREED :

Signature _____

Name in Capitals _____

Position _____

Date _____

Duly authorised to sign on behalf of

LANTRA

Lantra House, Stoneleigh Park, Coventry, CV8 2LG

Signature _____

Name in Capitals _____

Position Procurement Manager

Date _____

Duly authorised to sign on behalf of the

HEALTH AND SAFETY EXECUTIVE

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

Schedule A

STATEMENT OF SERVICE REQUIREMENT

The Contractor shall undertake the following Statement of Service titled **PROVISION OF AGRICULTURE SAFETY EVENTS**, and their updated proposal dated 25 July 2018:



Schedule A - HSE
T3206 - Agriculture S



Proposal for
Agriculture Complianc

Schedule B

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

Please see the attached document containing the HSE Standard Terms and Conditions of Contract for the Provision of Services which now contains GDPR clauses:



Schedule D - Terms
and Conditions of Cor

Schedule C

SCHEDULE OF PROCESSING PERSONAL DATA AND DATA SUBJECTS

1. The contact details of the Controller's Data Protection Officer are:
2. The contact details of the Processor's Data Protection Officer are [please complete](#):
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purpose of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 1.1
Subject matter of the processing	Booking details of parties partaking in SD led training courses
Duration of the processing	Duration of the contract
Nature and purposes of the processing	Training purposes
Type of Personal Data	Name, email address, details of individuals undertaking course
Categories of Data Subject	Members of the public
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	All data to be returned to HSE upon completion of the contract.

Annex 1

CONTACT LIST

HSE Contacts	Contractor Contacts
Contractual Queries	
Contract Managers / Technical Queries	