



**CONTRACT**

**between**

**THE HEALTH AND SAFETY EXECUTIVE**

**and**

**BMG RESEARCH**

**for**

**BUILDING SAFETY REGULATOR AUDIENCE INSIGHT:  
HIGH-RISK BUILDING RESIDENTS SURVEY**

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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

**BMG Research**, company registration number 580660632 and whose registered office is at Beech House, Greenfield Crescent, Edgbaston, Birmingham, B15 3BE (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 single tender exercise to deliver :  
**Building Safety Regulator Audience Insight: High-Risk Building Residents Survey**

## **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, statements, negotiations and undertakings.

## **3 STATEMENT OF SERVICE REQUIREMENTS**

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

#### **4 MANAGEMENT OF THE CONTRACT**

- 4.1 The HSE Contract Manager who will be responsible for liaison and certifying completion of the provision and overall management of the Services is identified at Annex 1.
- 4.2 The Services will be monitored by the Contract Manager who will also evaluate the provision on completion.
- 4.3 In all cases, both parties will work within the agreed timescales/constraints and costs outlined at the beginning of the commission.

#### **5 DURATION**

- 5.1 The Services shall commence on 28<sup>th</sup> October 2021 and shall be completed by 30<sup>th</sup> September 2022.

#### **6 COSTS**

- 6.1 The total amount to be paid by the HSE to the Contractor for the Services shall not exceed £231,497 exclusive of VAT.
- 6.2 Any additional costs will be agreed in advance with the HSE Contract Manager and subject to clause 15 Variation to Contract.
- 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 this engagement is classed as Self Employed for Tax Purposes.
- 7.2 The Contractor will operate PAYE for 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 8.1 and 8.2 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@gov.sscl.com](mailto:APinvoices-HAS-U@gov.sscl.com)
- 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 the deliverables within Schedule A.

## **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.

## **13. TRANSPARENCY**

- 13.1 The Government has set out the need for greater transparency across its operations to enable the public to hold public bodies and politicians to account. This includes commitments relating to public expenditure, intended to help achieve better value for money. HSE is obliged to publish documents for contracts with a value over £10,000.
- 13.2 In addition, you should be aware that if you are awarded a new contract with a value of over £10,000, the resulting contract comprising of Specification, Terms and Conditions and Associated Schedules (including the winning bid) will be published.
- 13.3 By exception, requests for redaction will be subject to the public interest test and redaction will only be agreed where the public interest in withholding the information outweighs the public interest in disclosure. You must identify / reference the relevant text, show clear justification for redaction and detail the appropriate section of the Freedom of Information Act 2000 (for example, Sections 40, 41, 43) on which the redaction request is sought.

## **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 28/10/2021

Duly authorised to sign on behalf of

**BMG Research**

Beech House, Greenfield Crescent, Edgbaston, Birmingham, B15 3BE

Signature \_\_\_\_\_

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

Position

Date 01<sup>st</sup> November 2021

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 Building Safety Regulator Audience Insight: High-Risk Building Residents Survey, dated 22<sup>nd</sup> September 2021 :



1.11.4.4077 BMG  
Proposal

**Service Contract No. 1.11.4.4077.**

**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



HSE's%20Terms%20  
and%20Conditions9

Schedule C

## SCHEDULE OF PROCESSING PERSONAL DATA AND DATA SUBJECTS

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are : Sean Egan, 0203 028 3547, [sean.egan@hse.gov.uk](mailto:sean.egan@hse.gov.uk)
2. The Processor shall comply with any further written instructions with respect to processing by the Controller.
3. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	<p>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</p> <p>Data Controller: Health and Safety Executive Data Processor: BMG Research</p>
Subject matter of the processing	<p>This work is a survey of residents of high-rise buildings, and follow-up research activity on specific issues. This will support the establishment of the new Building Safety Regulator.</p> <p>This work will gather data on:</p> <ul style="list-style-type: none"><li>- Contact details including, name, email address and telephone number;</li><li>- Resident demographics (including special category data);</li><li>- Knowledge, attitudes, behaviours, needs and experiences relating to building safety;</li><li>- Responses to the new Building Safety Regulator and elements of this that will interact with residents;</li></ul>
Duration of the processing	<p>Data processing will last for three years, from 01 Nov 2021 until 31 Oct 2024. This will include initial data collection, data analysis and follow-up research activity.</p>
Nature and purposes of the processing	<p>The purpose of this data collection is to improve our understanding of residents of high-rise buildings, who are a key beneficiary of the new Building Safety Regulator regime. This data will support the development of policy, operations, services and communications for residents, ensuring a people-centred approach. The lawful basis for processing this data is Public Task.</p> <p>Data processing will take place in two phases:</p> <ul style="list-style-type: none"><li>• Development</li></ul>

	<ul style="list-style-type: none"><li>• Main Survey</li></ul> <p><b>Development</b></p> <ul style="list-style-type: none"><li>• Data collection: data will be collected from residents of high-rise buildings in qualitative interviews carried out over the phone or online. Interviews will either be digitally recorded or with notes.</li><li>• Storage: Data will be stored on BMG's secured servers, held in the UK. Only the BMG project team will have access to the data.</li><li>• Analysis: Data will be analysed qualitatively by BMG's team to identify key themes.</li><li>• Dissemination: Completely anonymous reports based on this analysis will be shared with HSE.</li><li>• Data sharing: Data will not be shared by BMG.</li><li>• Erasure and deletion: BMG will securely delete the data at the end of the data processing period (31 Oct 2024).</li></ul> <p><b>Main survey</b></p> <ul style="list-style-type: none"><li>• Data collection: data will be collected from residents of high-rise buildings via paper, online or telephone surveys, using the Confirm survey platform.</li><li>• Storage: Data will be stored on BMG's secured servers, held in the UK. Only the BMG project team will have access to the data.</li><li>• Analysis: A pseudonymised dataset will be analysed statistically by BMG's team.</li><li>• Dissemination: Completely anonymous reports based on this analysis will be shared with HSE.</li><li>• Data sharing: The full and interim survey datasets will be shared securely with HSE via FTP file transfer. HSE will securely store this dataset on their servers. Only the project team at HSE will have access to this data. This data will be used by HSE and their appointed agencies to carry out follow-up research activity during the data processing period.</li><li>• Erasure and deletion: Data will be securely deleted at the end of the data processing period from the servers of HSE and their appointed agencies, including BMG (31 Oct 2024).</li></ul> <p>The below diagram, provided by BMG, helps to explain the nature of the data processing.</p>
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	<pre> graph TD     A[Data Received at BMG via SFTP] --&gt; B[Extracted and Moved to Restricted Secure Drives]     B --&gt; C[Data Accessed and Prepared for loading onto relevant Consoles (CATI, CAWI, CAPI)]     C --&gt; D[Anonymised respondent data is loaded on to our CATI, CAWI, CAPI systems hosted by Confirmit]     D --&gt; E[Interviewing (Research) stage with Quality Checking running in parallel.]     E --&gt; F[All Response Data is downloaded via SFTP back to BMG Servers and tied back to the original/full datasets.]     F --&gt; G[Relevant Data/Stats/Findings are passed back to Client as agreed.]     G --&gt; H[All Personal Data are destroyed/deleted after finalizing all Quality Checks and any other Analysis]     </pre> <p><i>This is handled by 2 Senior Staff within the IT Department</i></p> <p><i>This process is handled by 3 of our specialist Data Analysts and Data Coordinators. Only the 3 specialists have direct access to the secure drives which are a mapping to their Desktops. The preparation process involves importing the data to SQL Tables or MS Access Database where cleaning, de-duplication, sampling and all additional checks are performed to ensure sufficient and accurate information was received as per specifications.</i></p> <p><i>This is done via SFTP with PGP encryption (AES 256) during the upload and download process at both ends.</i></p> <p><i>All response data at this stage resides within our secure storage area/servers at Rackspace provided to us by our supplier - Confirmit.</i></p> <p><i>This process is handled by only relevant Data Analysts assigned to the projects.</i></p> <p><i>All files leaving BMG are zipped and encrypted (AES-128 as a minimum) before they are exported offsite. If any personal data is sent back to the client, this will only be carried over via SFTP which is AES-256.</i></p> <p><i>This process is handled by relevant Data Analysts assigned to a project followed by a check and confirmation from a Senior IT staff.</i></p>
<p>Type of Personal Data</p>	<p>Personal data being processed:</p> <ul style="list-style-type: none"> <li>• First name</li> <li>• Email address</li> <li>• Telephone number</li> <li>• Age;</li> <li>• Gender;</li> <li>• Ethnicity (special category data);</li> <li>• Language;</li> <li>• Income;</li> <li>• Employment status;</li> <li>• Educational level;</li> <li>• Disabilities (special category data);</li> <li>• Health (special category data);</li> <li>• Well-being (special category data);</li> <li>• Household composition;</li> </ul>

	<ul style="list-style-type: none"><li>• And tenure</li></ul>
Categories of Data Subject	Data subjects will be residents of high-rise residential buildings. The sample will be created by using postal address database of England and the Tall Buildings Dataset (held by the Department for Levelling Up, Housing and Communities).
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	The data will be retained until 31 October 2024. At the end of the processing period it will be securely deleted from BMG and HSE servers.

Annex 1

## CONTACT LIST

HSE Contacts	Contractor Contacts
Contractual Queries	
Contract Managers / Technical Queries	



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 £6.00
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More than 10 hours and up to 12 hours	Actual costs up to £10.00
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More than 12 hours	Actual costs up to £16.00
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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 £6.00
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Meal Two	Actual costs up to £15.00
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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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