BCC PI - Main Proposal Form 22-23

Documents include:

1. Main BCC Proposal Form
2. Main proposal supplementary info
3. Digital Services supplementary form
4. Legal Services supplementary form
5. Project Management Unit supplementary form (cladding questionnaire not applicable)
6. Arboricultural services supplementary form and appendix
7. Corporate Health and Safety Unit supplementary form and appendix

MISCELLANEOUS
PROFESSIONAL LIABILITY

APPLICATION FORM

- Please answer ALL questions fully. Questions not relevant to you please mark as not applicable. If there is insufficient space, please provide details on your letterhead.
- Please provide (if available) a brochure or risk profile, curriculum vitae of the principal/partners/directors to support your application.

DETAILS OF APPLICANT

1. Name(s) (including trading names) of all entities to be Insured:

   Belfast City Council

   Belfast Waterfront & Ulster Halls Ltd.

2. Address(es) of the Applicant(s):

   City Hall, Belfast (Belfast City Council)

   Lanyon Place, Belfast (Belfast Waterfront & Ulster Halls Ltd.)

   Postcode:

3. Website/e-mail address:

   www.belfastcity.gov.uk **www.waterfront.co.uk**

4. Date since the Applicant(s) has continuously conducted the business:

   Belfast City Council (1973) **Belfast Waterfront and Ulster Halls Ltc. (2016)** ____/____/___

5. Please provide details of the principal(s)/partner(s)/director(s) of the Applicant:

Name:	Qualifications:	Date Qualified:	Date commenced:
Please refer to supplementary information sheet.			

6. Please state total number of: **Please refer to supplementary information sheet.**

Principals/partners/directors:		Other technical staff:	
Qualified staff:		Administrative/Other staff:	

DETAILS OF PRACTICE

7. (a) Has the name of the Applicant ever been changed? YES ☒ NO ☐

   (b) Has any other practice or business amalgamated or merged with you? YES ☐ NO ☒

   (c) Have you purchased any other practice or business? YES ☐ NO ☒

   If YES to either (a), (b) or (c), please provide details:

8. Please list the professional/regulatory bodies, trade associations or societies to which you belong:

   Please refer to supplementary information sheet.

ACTIVITIES

9. (a) Please provide a full description of all your activities identifying the percentage of your income derived from each activity:

   Please refer to supplementary information sheet.

   (b) Have your activities changed in the past 5 years or do you anticipate any major changes in these activities in the forthcoming 12 months? YES ☐ NO ☐

   If YES, please provide full details

INCOME

10. (a) Please provide details of your gross fees: **Please refer to supplementary information / individual forms**

	Previous Year	Current Year	Estimated Year
Gross Fees			**£2,914,236**
Maximum Fee			
Average Fee			

(b) Please provide a percentage split of your income by geographical area:

	% of gross fees
Domestic Contracts	
Overseas Contracts (excluding USA/Canada)	
USA/Canada (subject to non-USA/Canada law)	
USA/Canada (subject to USA/Canada law)	

(c) What percentage of your gross fees was derived in the previous financial year from your largest client? %

CONTRACTS

11.Please provide details of your largest 5 contracts undertaken in the last 5 years:

Client	Country	Start Date	Completion Date	Total Contract Value	Description of professional services
Please refer to supplementary information / individual forms					

12. (a) Do you use a standard form of contract, agreement or letter of appointment? YES ☐ NO ☐

If YES, please attach a copy.

(b) Do you always confirm verbal reports in writing? YES ☐ NO ☐

If NO, please explain:

CONSULTANTS, SUB-CONTRACTORS OR AGENTS

13.(a) Do you use the services of consultants, sub-contractors or agents? YES ☐ NO ☐

If NO, please proceed to qu.14, if YES, do you require them to maintain their own P.I. Insurance?

Please refer to supplementary information / individual forms YES ☐ NO ☐

If YES, what minimum limit of indemnity do you require them to have? £

(b) What percentage of your income relates to sub-contracted work? %

ASSOCIATED COMPANY

14. Does the Principal(s), Partner(s), Director(s) of the Applicant have any association with or financial interest in any other practice, company or organisation? YES ☐ NO ☐

If YES, please provide details:

BCC code of conduct for Staff and Councillors requires declaration of financial interests in other organisations. Further details can be provided on request.

PREVIOUS INSURANCE

15.Is the Applicant currently insured for Professional Indemnity insurance? YES ☒ NO ☐

If YES, please confirm: **As per existing QBE policy**

Name of Insurer:

Renewal date:

Limit of Indemnity:

Excess:

Premium:

16. Has the Applicant ever been refused this type of insurance, had special terms imposed by insurers or had a similar insurance cancelled? YES ☐ NO ☒

If YES, please provide full details:

CURRENT REQUIREMENTS

17.(a) What limit of indemnity is required?

£250,000	☐	£500,000	☐	£750,000	☐
£1,000,000	☐	£2,000,000	☐	£5,000,000	☒

Other - Please specify: £

(b) There will be a minimum level of uninsured excess. Is a quotation required with a voluntary excess to achieve a premium saving? Please tick as appropriate:

£500	☐	£1,000	☐	£2,500	☐
£5,000	☐	£10,000	☐	£25,000	☐

Other – Please specify: £**20,000.**

CLAIMS OR CIRCUMSTANCES

18.(a) If an insurance similar to that now applied for has been or is now in effect would any loss or claim against the Applicant(s) fall within the scope of such insurance? YES ☐ NO ☒

If YES, please provide details including date and cost/estimated cost of claim or loss:

If YES, what steps have been taken to prevent a recurrence:

(b) Are there any pending claims or circumstances that might reasonably be expected to give rise to any claim or loss against any persons proposed for insurance that would fall within the scope of this insurance? YES ☐ NO ☒

If YES, please provide details including estimated cost of claim/loss:

IMPORTANT NOTICE

- You must inform us of any fact that may influence our decision to accept this risk or the terms upon which the risk is accepted. Failure to so inform us may invalidate this insurance or any claim made under it. If in doubt as to whether a fact should be disclosed to us, please consult your broker.

- The particulars provided by, and statements made by, or on behalf of the Applicant(s) contained in **this application form and any other information submitted or made available by, or on behalf of the Applicant(s) are the basis for the proposed policy** and will be considered as being incorporated into and constituting a part of the proposed policy.

DECLARATION

19. I/We am/are authorised to complete this Application Form on behalf of all parties entitled to coverage under this insurance.

Signed:

Capacity: Insurance and Risk Manager

Company: Belfast City Council

Date: 04/01/2022

A copy of this Application Form should be retained for your own records.

It is understood and agreed that we may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.#

QBE records and holds data in accordance with the Data Protection Act 1998. We also follow strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information. We may find it necessary to pass data to other firms or businesses that supply products and services associated with this contract of insurance.

Further, by accessing and updating various databases we may share information with other firms and public bodies, including the police, in order to substantiate information and prevent or detect fraud. If you provide false or inaccurate information and we suspect fraud this fact will be recorded and the information will be available to other organisations that have access to the databases.

We can supply details of databases we access or contribute to on request.

Supplementary Information for Miscellaneous Professional Liability Insurance application form _ Insurance Renewal April 2022

Question 5.

Chief Officers of Belfast City Council

Suzanne Wylie	Chief Executive (Finishing January 2022)
Ronan Cregan	Deputy Chief Executive and Director of Finance and Resources
Alistair Reid	Director of Place & Economy (Finishing March 2022)
John Tully	Director of City and Organisational Strategy
John Walsh	City Solicitor and Director of Legal and Civic Services

Question 6.

The Council employs approximately 2100 FTE (full time equivalent) staff. Many of these have professional qualifications although they may not be employed in a professional capacity as a solicitor, engineer, accountant etc. Some staff may be employed in a professional capacity (e.g., property maintenance staff) but may not provide professional advice to external organizations or members of the public.

Question 8.

SOCITM
GARTNER
Arboriculture Association
Law Society (NI)

Due to the diverse range of services provided to the public it is difficult to specify the full range of memberships of professional bodies. Some members of staff dealing with finance, asset management and legal matters would hold individual membership of professional bodies.

Question 9.a

District Council – Provision of statutory services and professional advice in relation to the following matters: legal services, information technology software design and support, audit and governance services, horticultural/tree management advice, food safety training, consumer advice centre (currently closed due to COVID19 pandemic) and project management advice to support the delivery of various building projects, where funding has been provided by BCC or e.g. government agencies.

A general overview of Belfast City Council's responsibilities and services is given in the Councils website. The services which are provided by the Council are generally available to all citizens and visitors within the city boundary.

The Council works and operates within a regulatory framework and some of the services which are provided arise from the Council's statutory responsibilities for enforcement of legislation. These statutory responsibilities would include matters such as building control, dog control, noise and pollution control, licensing of premises & food safety.

Belfast City Council operates a Consumer Advice Centre to offer help on consumer related problems to both traders and consumers.

Other services such as leisure, community centres, parks & amenities are provided with the objective of improving the quality of life, now and for future generations.

The Council is permitted under legislation to provide specific services to other government agencies and bodies to assist them in areas where the Council has a special expertise or knowledge.
These services relate to matters such as legal advice, information technology software and services, and audit services. This list is not exhaustive and Council departments may provide advice and information on an ad hoc basis without any charge being made.

As government agencies tend to co-operate on matters of mutual interest there is often no formal agreement such as would be put in place in the commercial sector. Services may be charged for on an hourly basis. Adjustments to service provision may be by verbal agreement.

Question 10.a

It is not anticipated that fees from the provision of professional advice will exceed £2.92M

Question 11.

A significant part of the income relating to professional services is generated by the Councils Information Technology Unit (Digital Services) which has developed bespoke software applications and provides IT support for these. Please refer to Digital Services application form.

Question 13a

Legal Services at times use the services of external legal counsel who provide advice and who operate under Law Society NI terms and conditions.

MISCELLANEOUS
PROFESSIONAL LIABILITY

APPLICATION FORM

- Please answer ALL questions fully. Questions not relevant to you please mark as not applicable. If there is insufficient space, please provide details on your letterhead.
- Please provide (if available) a brochure or risk profile, curriculum vitae of the principal/partners/directors to support your application.

DETAILS OF APPLICANT
1. Name(s) (including trading names) of all entities to be Insured: **DIGITAL SERVICES**
2. Address(es) of the Applicant(s): **9-21 ADELAIDE STREET** Postcode:
3. Website/e-mail address:
4. Date since the Applicant(s) has continuously conducted the business: ____/____/___
5. Please provide details of the principal(s)/partner(s)/director(s) of the Applicant:

Name:	Qualifications:	Date Qualified:	Date commenced:

6. Please state total number of:

Principals/partners/directors:		Other technical staff:	
Qualified staff:		Administrative/Other staff:	

DETAILS OF PRACTICE

7. (a) Has the name of the Applicant ever been changed? YES ☐ NO ☐

   (b) Has any other practice or business amalgamated or merged with you? YES ☐ NO ☐

   (c) Have you purchased any other practice or business? YES ☐ NO ☐

   If YES to either (a), (b) or (c), please provide details:

8. Please list the professional/regulatory bodies, trade associations or societies to which you belong:
   Socitm, Gartner

ACTIVITIES

9. (a) Please provide a full description of all your activities identifying the percentage of your income derived from each activity:

Training

Service Desk

Email Services

IT Procurement Services

Desktop Provision & Support

IT Applications, Development, Installation & Support

IT Application Hosting

IT Operations

Mobile Device Management

Printing, Enveloping & Distribution

Business Relationship Services

   (b) Have your activities changed in the past 5 years or do you anticipate any major changes in these activities in the forthcoming 12 months? YES ☐ NO ✓

   If YES, please provide full details

INCOME

10. (a) Please provide details of your gross fees:

	Previous Year	Current Year	Estimated Year
Gross Fees	**2423932**	**2437022**	**2448776**
Maximum Fee			
Average Fee			

   (b) Please provide a percentage split of your income by geographical area:

	% of gross fees
Domestic Contracts	
Overseas Contracts (excluding USA/Canada)	
USA/Canada (subject to non-USA/Canada law)	
USA/Canada (subject to USA/Canada law)	

(c) What percentage of your gross fees was derived in the previous financial year from your largest client? %

CONTRACTS

11. Please provide details of your largest 5 contracts undertaken in the last 5 years:

Client	Country	Start Date	Completion Date	Total Contract Value	Description of professional services

12. (a) Do you use a standard form of contract, agreement or letter of appointment? YES ☐ NO ☐

If YES, please attach a copy.

(b) Do you always confirm verbal reports in writing? YES ☐ NO ☐

If NO, please explain:

CONSULTANTS, SUB-CONTRACTORS OR AGENTS

13.(a) Do you use the services of consultants, sub-contractors or agents? YES ☐ NO ☐

If NO, please proceed to qu.14, if YES, do you require them to maintain their own P.I. Insurance?

YES ☐ NO ☐

If YES, what minimum limit of indemnity do you require them to have? £

(b) What percentage of your income relates to sub-contracted work? %

ASSOCIATED COMPANY

14. Does the Principal(s), Partner(s), Director(s) of the Applicant have any association with or financial interest in any other practice, company or organisation? YES ☐ NO ☐

If YES, please provide details:

PREVIOUS INSURANCE

15. Is the Applicant currently insured for Professional Indemnity insurance? YES ☐ NO ☐

If YES, please confirm:

Name of Insurer:

Renewal date:

Limit of Indemnity:

Excess:

Premium:

16. Has the Applicant ever been refused this type of insurance, had special terms imposed by insurers or had a similar insurance cancelled? YES ☐ NO ☐

If YES, please provide full details:

CURRENT REQUIREMENTS

17.(a) What limit of indemnity is required?

£250,000	☐	£500,000	☐	£750,000	☐
£1,000,000	☐	£2,000,000	☐	£5,000,000	☐

Other - Please specify: £

(b) There will be a minimum level of uninsured excess. Is a quotation required with a voluntary excess to achieve a premium saving? Please tick as appropriate:

£500	☐	£1,000	☐	£2,500	☐
£5,000	☐	£10,000	☐	£25,000	☐

Other – Please specify: £

CLAIMS OR CIRCUMSTANCES

18.(a) If an insurance similar to that now applied for has been or is now in effect would any loss or claim against the Applicant(s) fall within the scope of such insurance? YES ☐ NO ☐

If YES, please provide details including date and cost/estimated cost of claim or loss:

If YES, what steps have been taken to prevent a recurrence:

(b) Are there any pending claims or circumstances that might reasonably be expected to give rise to any claim or loss against any persons proposed for insurance that would fall within the scope of this insurance? YES ☐ NO ☐

If YES, please provide details including estimated cost of claim/loss:

IMPORTANT NOTICE

- You must inform us of any fact that may influence our decision to accept this risk or the terms upon which the risk is accepted. Failure to so inform us may invalidate this insurance or any claim made under it. If in doubt as to whether a fact should be disclosed to us, please consult your broker.

- The particulars provided by, and statements made by, or on behalf of the Applicant(s) contained in **this application form and any other information submitted or made available by, or on behalf of the Applicant(s) are the basis for the proposed policy** and will be considered as being incorporated into and constituting a part of the proposed policy.

DECLARATION

19. I/We am/are authorised to complete this Application Form on behalf of all parties entitled to coverage under this insurance.

Signed:

Capacity:

Company:

Date:

A copy of this Application Form should be retained for your own records.

It is understood and agreed that we may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.#

QBE records and holds data in accordance with the Data Protection Act 1998. We also follow strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information. We may find it necessary to pass data to other firms or businesses that supply products and services associated with this contract of insurance.

Further, by accessing and updating various databases we may share information with other firms and public bodies, including the police, in order to substantiate information and prevent or detect fraud. If you provide false or inaccurate information and we suspect fraud this fact will be recorded and the information will be available to other organisations that have access to the databases.

We can supply details of databases we access or contribute to on request.

MISCELLANEOUS
PROFESSIONAL LIABILITY

APPLICATION FORM

- Please answer ALL questions fully. Questions not relevant to you please mark as not applicable. If there is insufficient space, please provide details on your letterhead.
- Please provide (if available) a brochure or risk profile, curriculum vitae of the principal/partners/directors to support your application.

DETAILS OF APPLICANT

1. Name(s) (including trading names) of all entities to be Insured:

LEGAL SERVICES,
BELFAST CITY COUNCIL

2. Address(es) of the Applicant(s):

BELFAST CITY COUNCIL
City Hall
BELFAST

Postcode: BT1 5GS

3. Website/e-mail address: legalservices@belfastcity.gov.uk

4. Date since the Applicant(s) has continuously conducted the business:

____/____/___

5. Please provide details of the principal(s)/partner(s)/director(s) of the Applicant:

Name:	Qualifications:	Date Qualified:	Date commenced:
John Walsh	Solicitor, LLB LLM	December 1999	

6. Please state total number of:

Principals/partners/directors:	5	Other technical staff:	2
Qualified staff:	16	Administrative/Other staff:	8

DETAILS OF PRACTICE

7. (a) Has the name of the Applicant ever been changed? YES ☐ NO ☒

   (b) Has any other practice or business amalgamated or merged with you? YES ☐ NO ☒

   (c) Have you purchased any other practice or business? YES ☐ NO ☒

   If YES to either (a), (b) or (c), please provide details:

8. Please list the professional/regulatory bodies, trade associations or societies to which you belong:

   The Law Society of Northern Ireland

ACTIVITIES

9. (a) Please provide a full description of all your activities identifying the percentage of your income derived from each activity:

   Provision of legal advice to Belfast City Council, other local authorities in Northern Ireland and the Northern Ireland Fire and Rescue Service

   (b) Have your activities changed in the past 5 years or do you anticipate any major changes in these activities in the forthcoming 12 months? YES ☐ NO ☒

   If YES, please provide full details

INCOME

10. (a) Please provide details of your gross fees:

	Previous Year	Current Year	Estimated Year
Gross Fees	£262,000	£262,260	£262,260
Maximum Fee			
Average Fee			

(b) Please provide a percentage split of your income by geographical area:

	% of gross fees
Domestic Contracts	
Overseas Contracts (excluding USA/Canada)	
USA/Canada (subject to non-USA/Canada law)	
USA/Canada (subject to USA/Canada law)	

(c) What percentage of your gross fees was derived in the previous financial year from your largest client? %

CONTRACTS

11.Please provide details of your largest 5 contracts undertaken in the last 5 years:

Client	Country	Start Date	Completion Date	Total Contract Value	Description of professional services
RANGE OF LAS IN NI					

12. (a) Do you use a standard form of contract, agreement or letter of appointment? YES ☐ NO ☐

If YES, please attach a copy.

(b) Do you always confirm verbal reports in writing? YES ☐ NO ☐

If NO, please explain:

CONSULTANTS, SUB-CONTRACTORS OR AGENTS

13.(a) Do you use the services of consultants, sub-contractors or agents? YES ☐ NO ☒

If NO, please proceed to qu.14, if YES, do you require them to maintain their own P.I. Insurance?

YES ☐ NO ☐

If YES, what minimum limit of indemnity do you require them to have? £

(b) What percentage of your income relates to sub-contracted work? %

ASSOCIATED COMPANY

14. Does the Principal(s), Partner(s), Director(s) of the Applicant have any association with or financial interest in any other practice, company or organisation? YES ☐ NO ☒

If YES, please provide details:

PREVIOUS INSURANCE

15.Is the Applicant currently insured for Professional Indemnity insurance? YES ☐ NO ☐

If YES, please confirm:

Name of Insurer:

Renewal date:

Limit of Indemnity:

Excess:

Premium:

16. Has the Applicant ever been refused this type of insurance, had special terms imposed by insurers or had a similar insurance cancelled? YES ☐ NO ☐

If YES, please provide full details:

CURRENT REQUIREMENTS

17.(a) What limit of indemnity is required?

£250,000	☐	£500,000	☐	£750,000	☐
£1,000,000	☐	£2,000,000	☐	£5,000,000	☐

Other - Please specify: £

(b) There will be a minimum level of uninsured excess. Is a quotation required with a voluntary excess to achieve a premium saving? Please tick as appropriate:

£500	☐	£1,000	☐	£2,500	☐
£5,000	☐	£10,000	☐	£25,000	☐

Other – Please specify: £

CLAIMS OR CIRCUMSTANCES

18.(a) If an insurance similar to that now applied for has been or is now in effect would any loss or claim against the Applicant(s) fall within the scope of such insurance? YES ☐ NO ☐

If YES, please provide details including date and cost/estimated cost of claim or loss:

If YES, what steps have been taken to prevent a recurrence:

(b) Are there any pending claims or circumstances that might reasonably be expected to give rise to any claim or loss against any persons proposed for insurance that would fall within the scope of this insurance? YES ☐ NO ☐

If YES, please provide details including estimated cost of claim/loss:

IMPORTANT NOTICE

- You must inform us of any fact that may influence our decision to accept this risk or the terms upon which the risk is accepted. Failure to so inform us may invalidate this insurance or any claim made under it. If in doubt as to whether a fact should be disclosed to us, please consult your broker.

- The particulars provided by, and statements made by, or on behalf of the Applicant(s) contained in **this application form and any other information submitted or made available by, or on behalf of the Applicant(s) are the basis for the proposed policy** and will be considered as being incorporated into and constituting a part of the proposed policy.

DECLARATION

19. I/We am/are authorised to complete this Application Form on behalf of all parties entitled to coverage under this insurance.

Signed: John Walsh

Capacity: City Solicitor

Company: Belfast City Council

Date: 22 December 2020

A copy of this Application Form should be retained for your own records.

It is understood and agreed that we may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.#

QBE records and holds data in accordance with the Data Protection Act 1998. We also follow strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information. We may find it necessary to pass data to other firms or businesses that supply products and services associated with this contract of insurance.

Further, by accessing and updating various databases we may share information with other firms and public bodies, including the police, in order to substantiate information and prevent or detect fraud. If you provide false or inaccurate information and we suspect fraud this fact will be recorded and the information will be available to other organisations that have access to the databases.

We can supply details of databases we access or contribute to on request.

MISCELLANEOUS
PROFESSIONAL LIABILITY

APPLICATION FORM

- Please answer ALL questions fully. Questions not relevant to you please mark as not applicable. If there is insufficient space, please provide details on your letterhead.
- Please provide (if available) a brochure or risk profile, curriculum vitae of the principal/partners/directors to support your application.

DETAILS OF APPLICANT

1. Name(s) (including trading names) of all entities to be Insured:

   BELFAST CITY COUNCIL

2. Address(es) of the Applicant(s):

   PHYSICAL PROGRAMMES DEPT
   9 ADELAIDE
   9-21 ADELAIDE STREET, BELFAST Postcode: BT2 8DJ

3. Website/e-mail address:

   www.belfastcity.gov.uk

4. Date since the Applicant(s) has continuously conducted the business:

   ___/___/___

5. Please provide details of the principal(s)/partner(s)/director(s) of the Applicant:

Name:	Qualifications:	Date Qualified:	Date commenced:

6. Please state total number of:

Principals/partners/directors:	1	Other technical staff:	12
Qualified staff:	10	Administrative/Other staff:	1

DETAILS OF PRACTICE

7. (a) Has the name of the Applicant ever been changed? YES ☐ NO ☑

(b) Has any other practice or business amalgamated or merged with you? YES ☐ NO ☑

(c) Have you purchased any other practice or business? YES ☐ NO ☑

If YES to either (a), (b) or (c), please provide details:

8. Please list the professional/regulatory bodies, trade associations or societies to which you belong:

INSTITUTION OF CIVIL ENGINEERS (ICE) CHARTERED INSTITUTE OF BUILDING (CIOB

ROYAL INSTITUTION OF CHARTERED SURVEYORS (RICS) LANDSCAPE INSTITUTE (LI)

ROYAL INSTITUTION OF BRITISH ARCHITECTS (RIBA)

ACTIVITIES

9. (a) Please provide a full description of all your activities identifying the percentage of your income derived from each activity:

PROJECT MANAGEMENT

(b) Have your activities changed in the past 5 years or do you anticipate any major changes in these activities in the forthcoming 12 months? YES ☐ NO ☒

If YES, please provide full details

INCOME

10. (a) Please provide details of your gross fees:

	Previous Year	Current Year	Estimated Year
Gross Fees			GROSS FEES NOT TO EXCEED
Maximum Fee			£150,000
Average Fee			

(b) Please provide a percentage split of your income by geographical area:

	% of gross fees
Domestic Contracts	
Overseas Contracts (excluding USA/Canada)	
USA/Canada (subject to non-USA/Canada law)	
USA/Canada (subject to USA/Canada law)	

(c) What percentage of your gross fees was derived in the previous financial year from your largest client? %

CONTRACTS

11. Please provide details of your largest 5 contracts undertaken in the last 5 years:

Client	Country	Start Date	Completion Date	Total Contract Value	Description of professional services
BELFAST ISLAMIC CENTRE	NI	JAN 20	JAN 23	£45K	AM
UCYPIC / INCLUDE Y	NI	JAN 20	JAN 23	£45K	AM

12. (a) Do you use a standard form of contract, agreement or letter of appointment? YES ☑ NO ☐

If YES, please attach a copy.

(b) Do you always confirm verbal reports in writing? YES ☑ NO ☐

If NO, please explain:

CONSULTANTS, SUB-CONTRACTORS OR AGENTS

13.(a) Do you use the services of consultants, sub-contractors or agents? YES ☑ NO ☐

If NO, please proceed to qu.14, if YES, do you require them to maintain their own P.I. Insurance?

YES ☐ NO ☐

If YES, what minimum limit of indemnity do you require them to have? £

(b) What percentage of your income relates to sub-contracted work? %

ASSOCIATED COMPANY

14. Does the Principal(s), Partner(s), Director(s) of the Applicant have any association with or financial interest in any other practice, company or organisation? YES ☐ NO ☑

If YES, please provide details:

PREVIOUS INSURANCE

15. Is the Applicant currently insured for Professional Indemnity insurance? YES ☑ NO ☐

If YES, please confirm:

Name of Insurer:

Renewal date:

Limit of Indemnity:

Excess:

Premium:

16. Has the Applicant ever been refused this type of insurance, had special terms imposed by insurers or had a similar insurance cancelled? YES ☐ NO ☑

If YES, please provide full details:

CURRENT REQUIREMENTS

17.(a) What limit of indemnity is required?

£250,000	☐	£500,000	☐	£750,000	☐
£1,000,000	☐	£2,000,000	☐	£5,000,000	☐

Other - Please specify: £

(b) There will be a minimum level of uninsured excess. Is a quotation required with a voluntary excess to achieve a premium saving? Please tick as appropriate:

£500	☐	£1,000	☐	£2,500	☐
£5,000	☐	£10,000	☐	£25,000	☐

Other – Please specify: £

CLAIMS OR CIRCUMSTANCES

18.(a) If an insurance similar to that now applied for has been or is now in effect would any loss or claim against the Applicant(s) fall within the scope of such insurance? YES ☐ NO ☑

If YES, please provide details including date and cost/estimated cost of claim or loss:

If YES, what steps have been taken to prevent a recurrence:

(b) Are there any pending claims or circumstances that might reasonably be expected to give rise to any claim or loss against any persons proposed for insurance that would fall within the scope of this insurance? YES ☐ NO ☐

If YES, please provide details including estimated cost of claim/loss:

IMPORTANT NOTICE

- You must inform us of any fact that may influence our decision to accept this risk or the terms upon which the risk is accepted. Failure to so inform us may invalidate this insurance or any claim made under it. If in doubt as to whether a fact should be disclosed to us, please consult your broker.

- The particulars provided by, and statements made by, or on behalf of the Applicant(s) contained in **this application form and any other information submitted or made available by, or on behalf of the Applicant(s) are the basis for the proposed policy** and will be considered as being incorporated into and constituting a part of the proposed policy.

DECLARATION

19. I/We am/are authorised to complete this Application Form on behalf of all parties entitled to coverage under this insurance.

Signed: U. Doherty

Capacity: PROJECT MANAGER TEAM LEAD

Company: BELFAST CITY COUNCIL

Date: 24/12/2021

A copy of this Application Form should be retained for your own records.

It is understood and agreed that we may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.#

QBE records and holds data in accordance with the Data Protection Act 1998. We also follow strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information. We may find it necessary to pass data to other firms or businesses that supply products and services associated with this contract of insurance.

Further, by accessing and updating various databases we may share information with other firms and public bodies, including the police, in order to substantiate information and prevent or detect fraud. If you provide false or inaccurate information and we suspect fraud this fact will be recorded and the information will be available to other organisations that have access to the databases.

We can supply details of databases we access or contribute to on request.

MISCELLANEOUS
PROFESSIONAL LIABILITY – T1641 Provision of Arboricultural Services

APPLICATION FORM

- Please answer ALL questions fully. Questions not relevant to you please mark as not applicable. If there is insufficient space, please provide details on your letterhead.
- Please provide (if available) a brochure or risk profile, curriculum vitae of the principal/partners/directors to support your application.

DETAILS OF APPLICANT			
1. Name(s) (including trading names) of all entities to be Insured:			
2. Address(es) of the Applicant(s): Postcode:			
3. Website/e-mail address:			
4. Date since the Applicant(s) has continuously conducted the business: ____/____/___			
5. Please provide details of the principal(s)/partner(s)/director(s) of the Applicant:			
Name:	Qualifications:	Date Qualified:	Date commenced:

6. Please state total number of:			
Principals/partners/directors:		Other technical staff:	3
Qualified staff:		Administrative/Other staff:	

DETAILS OF PRACTICE

7. (a) Has the name of the Applicant ever been changed? YES ☐ NO ☐

   (b) Has any other practice or business amalgamated or merged with you? YES ☐ NO ☐

   (c) Have you purchased any other practice or business? YES ☐ NO ☐

   If YES to either (a), (b) or (c), please provide details:

8. Please list the professional/regulatory bodies, trade associations or societies to which you belong:

   Arboricultural Association

ACTIVITIES

9. (a) Please provide a full description of all your activities identifying the percentage of your income derived from each activity:

   The Council is responsible for the day to day management of its Park trees and we also manage street trees on behalf of the Department for Infrastructure and charge professional fees for this service – annual professional fees - £37,200. The types of Arboricultural operations undertaken would be: tree pruning, felling, stump removal, pollarding, crown lifting, crown reductions, epicormics removals, and emergency cover – 24/7. The Council also undertakes health and condition tree surveys on its own trees and that of the Department for Infrastructure.

   (b) Have your activities changed in the past 5 years or do you anticipate any major changes in these activities in the forthcoming 12 months? YES ☐ NO X

   If YES, please provide full details

INCOME

10. (a) Please provide details of your gross fees:

	Previous Year	Current Year	Estimated Year
Gross Fees	£37,200	£37,200	£37,200
Maximum Fee			
Average Fee			

(b) Please provide a percentage split of your income by geographical area:

	% of gross fees
Domestic Contracts	
Overseas Contracts (excluding USA/Canada)	
USA/Canada (subject to non-USA/Canada law)	
USA/Canada (subject to USA/Canada law)	

(c)	What percentage of your gross fees was derived in the previous financial year from your largest client?	%

CONTRACTS

11.Please provide details of your largest 5 contracts undertaken in the last 5 years:

Client	Country	Start Date	Completion Date	Total Contract Value	Description of professional services

12. (a) Do you use a standard form of contract, agreement or letter of appointment? YES X NO ☐

If YES, please attach a copy.

(b) Do you always confirm verbal reports in writing? YES X NO ☐

If NO, please explain:

CONSULTANTS, SUB-CONTRACTORS OR AGENTS

13.(a) Do you use the services of consultants, sub-contractors or agents? YES ☐ NO X

If NO, please proceed to qu.14, if YES, do you require them to maintain their own P.I. Insurance?

YES ☐ NO ☐

If YES, what minimum limit of indemnity do you require them to have? £

(b) What percentage of your income relates to sub-contracted work? %

ASSOCIATED COMPANY

14. Does the Principal(s), Partner(s), Director(s) of the Applicant have any association with or financial interest in any other practice, company or organisation? YES ☐ NO X

If YES, please provide details:

PREVIOUS INSURANCE

15.Is the Applicant currently insured for Professional Indemnity insurance? YES ☐ NO ☐

If YES, please confirm:

Name of Insurer:

Renewal date:

Limit of Indemnity:

Excess:

Premium:

16. Has the Applicant ever been refused this type of insurance, had special terms imposed by insurers or had a similar insurance cancelled? YES ☐ NO ☐

If YES, please provide full details:

CURRENT REQUIREMENTS

17.(a) What limit of indemnity is required?

£250,000	☐	£500,000	☐	£750,000	☐
£1,000,000	☐	£2,000,000	☐	£5,000,000	☐

Other - Please specify: £

(b) There will be a minimum level of uninsured excess. Is a quotation required with a voluntary excess to achieve a premium saving? Please tick as appropriate:

£500	☐	£1,000	☐	£2,500	☐
£5,000	☐	£10,000	☐	£25,000	☐

Other – Please specify: £

CLAIMS OR CIRCUMSTANCES

18.(a) If an insurance similar to that now applied for has been or is now in effect would any loss or claim against the Applicant(s) fall within the scope of such insurance? YES ☐ NO X

If YES, please provide details including date and cost/estimated cost of claim or loss:

If YES, what steps have been taken to prevent a recurrence:

(b) Are there any pending claims or circumstances that might reasonably be expected to give rise to any claim or loss against any persons proposed for insurance that would fall within the scope of this insurance? YES ☐ NO ☐

If YES, please provide details including estimated cost of claim/loss:

IMPORTANT NOTICE

- You must inform us of any fact that may influence our decision to accept this risk or the terms upon which the risk is accepted. Failure to so inform us may invalidate this insurance or any claim made under it. If in doubt as to whether a fact should be disclosed to us, please consult your broker.

- The particulars provided by, and statements made by, or on behalf of the Applicant(s) contained in **this application form and any other information submitted or made available by, or on behalf of the Applicant(s) are the basis for the proposed policy** and will be considered as being incorporated into and constituting a part of the proposed policy.

DECLARATION

19. I/We am/are authorised to complete this Application Form on behalf of all parties entitled to coverage under this insurance.

Signed:

Capacity:

Company:

Date:

A copy of this Application Form should be retained for your own records.

It is understood and agreed that we may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.#

QBE records and holds data in accordance with the Data Protection Act 1998. We also follow strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information. We may find it necessary to pass data to other firms or businesses that supply products and services associated with this contract of insurance.

Further, by accessing and updating various databases we may share information with other firms and public bodies, including the police, in order to substantiate information and prevent or detect fraud. If you provide false or inaccurate information and we suspect fraud this fact will be recorded and the information will be available to other organisations that have access to the databases.

We can supply details of databases we access or contribute to on request.

Dated this 31st day of March 2017

Department for Infrastructure

and

Belfast City Council

Project Management Agreement

Arboricultural and Horticultural operations

Director of Legal Services
City Hall
BELFAST
BT1 5GS

This Project Management Agreement is made on the 31st day of March 2017 between the Department for Infrastructure, of Hydebank, 4 Hospital Road, Belfast, BT8 8JL (the Department') of one part and Belfast City Council of City Hall, Belfast BT1 5GS ('the Council') of the other part.

WHEREAS:

A. The Council proposes to award contracts for ('Arboricultural and Horticultural Services')
B. The Department is responsible for the care and maintenance of certain other trees ('street trees') arising from its function as a roads authority
C. The Department has agreed with the Council that the Arboricultural and Horticultural contracts managed by the Council should cover the maintenance of street trees and other horticultural works identified by them
D. The Council has agreed to act as a project manager of the Arboricultural and Horticultural contracts to the extent that street trees (any existing tree or newly planted tree which is situated within a footway owned by the Department for Infrastructure and has been surveyed and recorded on the Council's 'City Tree' database) are to be maintained thereunder subject to a sufficient maintenance budget and in accordance with the terms and conditions herein contained

NOW IT IS HEREBY AGREED between the parties as follows:

1. CONTRACT MANAGEMENT

The Council shall act as the agent of the Department for the purpose of project managing the Arboricultural and Horticultural contracts in relation to street trees and horticultural works under the control of the Department of Infrastructure (Eastern Division)

2. CONTRACT SPECIFICATION

The Provision of Arboricultural Services – T1641 contract and The Provision of Young Tree Maintenance, Tree Planting and Minor Horticultural Works - T944 contract shall be operated within the framework of the conditions of contract, specification and schedule of rates

3. CONTRACT PERIOD

The agreement shall have affect for the initial contract period of the Arboricultural and Horticultural contracts and any subsequent period(s) but without prejudice to any rights of any party accuring against the other in respect of any matter arising during previous period(s) therof. This agreement shall terminate on the termination of the Arboricultural and Horticultural contracts.

4. COUNCIL RESPONSIBILITIES

The Council shall:

4.1 Be responsible for the selection of the contractor to perform the Arboricultural and Horticultural works;

4.2 Supervise and project manage the Arboricultural and Horticultural contracts through an Authorised Officer/Contract Supervisor to be appointed by it;
4.3 Be responsible for making all payments becoming due to the contractor under the terms of the Arboricultural and Horticultural contracts;
4.4 Be entitled to determine (at its discretion properly exercised) the Arboricultural and Horticultural contracts for breach of contract by the contractor or other due cause

5. FINANCING

The Department shall be responsible for all costs incurred by the Council in operating the Arboricultural and Horticultural contracts with respect to street trees and horticultural works in accordance with the prices set out in the schedule of rates.

6. PROFESSIONAL FEES

6.1 In consideration of the Council agreeing to act as the agent of the Department in operating the Arboricultural and Horticultural contracts, the Department shall pay to the Council an annual fee of £37,200, to be paid on a monthly basis commencing on the first day of April 2017.
The said figure shall each be increased on the yearly anniversary of the agreement by a percentage equivalent to the percentage increase in all items general index of retail prices (the Retail Price Index) (or such index as may from time to time be published in substitution thereof) for the twelve month period ending on the last day of the month prior to the said anniversary date.

6.2 The Department shall also indemnify the Council against all costs and damages incurred by the Council in having to take any legal or other action with respect to enforcement of the Arboricultural and Horticultural contracts and securing the rights thereunder, or in respect of any legal or other action taken against the Council under the contract provided that the Council shall first of all have consulted with the Department with respect thereto, and further provided that the extent of the Department's liability shall be prorated on a fair and equitable basis having regard to the circumstances giving rise to the need for enforcement action and the respective interest of the Council and the Department in the particular aspects (if any) of the rights being enforced or protected.

7. ASSIGNMENT

This agreement is personal to the parties and neither party shall assign its rights hereunder without prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

8. VALUE ADDED TAX

The Department shall indemnify the Council against liability for VAT or other similar taxes chargeable in respect of any payments becoming due under the terms of the Arboricultural and Horticultural contracts in respect of street trees and horticultural works, or in respect of any payment made by the Council where the Department agrees to reimburse the Council for such payment.

9. RESOLUTION OF DISPUTES

In the event of any dispute or difference arising between the Department and the Council in relation to the construction or effect of this agreement, such dispute or difference shall be referred in the first instance to the Dispute Resolution Service of the Law Society of Northern Ireland or any procedure of a similar nature that may be substituted for it, and if the dispute or difference shall be referred to an arbitrator to be appointed by the President of the Law Society of Northern Ireland on the written application of either party and the decision of the arbitrator shall be binding on the parties and the arbitration as to its mode and consequence and in all other aspects shall conform to the provisions as to arbitration contained in the Arbitration Act 1996 or any other statutory modification thereof for the time being in force.

10. SERVICE OF NOTICE

Any demand or notice given by the Department to the Council under this Agreement shall be deemed to be effectively served if left at or sent by registered post or recorded delivery to the Council's Director of Parks and Leisure Department c/o City Hall, Belfast and if given by the Council to the Department shall be deemed to be effectively served if left at or sent by registered post or recorded delivery to the Departments Network Maintenance Manager, Eastern Division.

11. INTERPRETATION

The paragraph headings do not form part of this Agreement and shall not be taken into account in the construction or interpretation thereof.

12. CHOICE OF LAW

This Agreement is governed by the law of Northern Ireland

IN WITNESS

The Department of Infrastructure, Transport NI

Department for Infrastructure, Divisional Manager ----------

WITNESSED BY

Name

Address

Occupation

PRESENT when the Corporate Seal of
BELFAST CITY COUNCIL was affixed
Hereto:

LORD MAYOR

CHIEF EXECUTIVE

MISCELLANEOUS
PROFESSIONAL LIABILITY

APPLICATION FORM

- Please answer ALL questions fully. Questions not relevant to you please mark as not applicable. If there is insufficient space, please provide details on your letterhead.
- Please provide (if available) a brochure or risk profile, curriculum vitae of the principal/partners/directors to support your application.

DETAILS OF APPLICANT			
1. Name(s) (including trading names) of all entities to be Insured: **Belfast City Council – Corporate Health and Safety Unit**			
2. Address(es) of the Applicant(s): Postcode:			
3. Website/e-mail address:			
4. Date since the Applicant(s) has continuously conducted the business: ____/____/___			
5. Please provide details of the principal(s)/partner(s)/director(s) of the Applicant:			
Name:	Qualifications:	Date Qualified:	Date commenced:

6. Please state total number of:			
Principals/partners/directors:		Other technical staff:	
Qualified staff:	**7**	Administrative/Other staff:	

DETAILS OF PRACTICE

7. (a) Has the name of the Applicant ever been changed? YES ☐ NO ☐

   (b) Has any other practice or business amalgamated or merged with you? YES ☐ NO ☐

   (c) Have you purchased any other practice or business? YES ☐ NO ☐

   If YES to either (a), (b) or (c), please provide details:

8. Please list the professional/regulatory bodies, trade associations or societies to which you belong:
   Emma Eaton, Chartered Member of Institution of Occupational Safety and Health (IOSH)
   Tara Higgins, Chartered Member of Chartered Institute of Environmental Health (CIEH)
   Edele McCrory, Graduate Member IOSH
   Barney Bannon, Chartered Member IOSH and Member of the Institute of Fire Prevention Officers (IFPO)
   Connor Jackson, Voting Member CIEH
   Deborah Murray, Voting Member CIEH
   David Beard, Graduate Member IOSH; Affiliate Member British Occupational Hygiene Society (BOHS)

ACTIVITIES

9. (a) Please provide a full description of all your activities identifying the percentage of your income derived from each activity:

Provide health and safety advisory services to the Council owned 'Belfast Waterfront and Ulster Hall Ltd' under the terms of attached service level agreement. Fees have been waived to date and no income generated.

   (b) Have your activities changed in the past 5 years or do you anticipate any major changes in these activities in the forthcoming 12 months? YES ☐ NO X

   If YES, please provide full details

INCOME

10. (a) Please provide details of your gross fees:

	Previous Year	Current Year	Estimated Year
Gross Fees	0	0	0
Maximum Fee	0	0	0
Average Fee	0	0	0

   (b) Please provide a percentage split of your income by geographical area:

	% of gross fees
Domestic Contracts	
Overseas Contracts (excluding USA/Canada)	

USA/Canada (subject to non-USA/Canada law)	
USA/Canada (subject to USA/Canada law)	

(c) What percentage of your gross fees was derived in the previous financial year from your largest client? %

CONTRACTS

11.Please provide details of your largest 5 contracts undertaken in the last 5 years:

Client	Country	Start Date	Completion Date	Total Contract Value	Description of professional services
Belfast Waterfront and Ulster Hall Ltd	**UK**	**1 April 2016**	**ongoing**	**0**	**Provision of health and safety advisory and related services**

12. (a) Do you use a standard form of contract, agreement or letter of appointment? YES X NO ☐

If YES, please attach a copy.

(b) Do you always confirm verbal reports in writing? YES X NO ☐

If NO, please explain:

CONSULTANTS, SUB-CONTRACTORS OR AGENTS

13.(a) Do you use the services of consultants, sub-contractors or agents? YES ☐ NO X

If NO, please proceed to qu.14, if YES, do you require them to maintain their own P.I. Insurance?

YES ☐ NO ☐

If YES, what minimum limit of indemnity do you require them to have? £

(b) What percentage of your income relates to sub-contracted work? %

ASSOCIATED COMPANY

14. Does the Principal(s), Partner(s), Director(s) of the Applicant have any association with or financial interest in any other practice, company or organisation? YES ☐ NO ☐

If YES, please provide details:

PREVIOUS INSURANCE

15.Is the Applicant currently insured for Professional Indemnity insurance? YES ☐ NO ☐

If YES, please confirm:

Name of Insurer:

Renewal date:

Limit of Indemnity:

Excess:

Premium:

16. Has the Applicant ever been refused this type of insurance, had special terms imposed by insurers or had a similar insurance cancelled? YES ☐ NO ☐

If YES, please provide full details:

CURRENT REQUIREMENTS

17.(a) What limit of indemnity is required?

£250,000	☐	£500,000	☐	£750,000	☐
£1,000,000	☐	£2,000,000	☐	£5,000,000	☐

Other - Please specify: £

(b) There will be a minimum level of uninsured excess. Is a quotation required with a voluntary excess to achieve a premium saving? Please tick as appropriate:

£500	☐	£1,000	☐	£2,500	☐
£5,000	☐	£10,000	☐	£25,000	☐

Other – Please specify: £

CLAIMS OR CIRCUMSTANCES

18.(a) If an insurance similar to that now applied for has been or is now in effect would any loss or claim against the Applicant(s) fall within the scope of such insurance? YES ☐ NO ☐

If YES, please provide details including date and cost/estimated cost of claim or loss:

If YES, what steps have been taken to prevent a recurrence:

(b) Are there any pending claims or circumstances that might reasonably be expected to give rise to any claim or loss against any persons proposed for insurance that would fall within the scope of this insurance? YES ☐ NO X

If YES, please provide details including estimated cost of claim/loss:

IMPORTANT NOTICE

- You must inform us of any fact that may influence our decision to accept this risk or the terms upon which the risk is accepted. Failure to so inform us may invalidate this insurance or any claim made under it. If in doubt as to whether a fact should be disclosed to us, please consult your broker.

- The particulars provided by, and statements made by, or on behalf of the Applicant(s) contained in **this application form and any other information submitted or made available by, or on behalf of the Applicant(s) are the basis for the proposed policy** and will be considered as being incorporated into and constituting a part of the proposed policy.

DECLARATION

19. I/We am/are authorised to complete this Application Form on behalf of all parties entitled to coverage under this insurance.

Signed:

Capacity:

Company:

Date:

A copy of this Application Form should be retained for your own records.

It is understood and agreed that we may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.#

QBE records and holds data in accordance with the Data Protection Act 1998. We also follow strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information. We may find it necessary to pass data to other firms or businesses that supply products and services associated with this contract of insurance.

Further, by accessing and updating various databases we may share information with other firms and public bodies, including the police, in order to substantiate information and prevent or detect fraud. If you provide false or inaccurate information and we suspect fraud this fact will be recorded and the information will be available to other organisations that have access to the databases.

We can supply details of databases we access or contribute to on request.

Belfast
City Council

CORPORATE HEALTH AND SAFETY UNIT SERVICE LEVEL AGREEMENT WITH BELFAST WATERFRONT AND ULSTER HALL LIMITED 2018/19

PROVISION OF HEALTH AND SAFETY ADVISORY AND RELATED SERVICES

1. *PURPOSE*

The purpose of the agreement is to specify:

- the agreed health, safety and fire advisory, training and inspection services which are to be provided by Belfast City Council Corporate Health and Safety Unit to Belfast Waterfront and Ulster Hall Limited for the duration of the agreement

- respective responsibilities and the basis of charging by the Corporate Health and Safety Unit in return for the provision of these services.

2. *TERM AND TERMINATION*

This agreement shall commence on the 1st August 2018 and shall continue until 31st March 2019 unless it is terminated by either party giving the other not less than two months written notice.

3. *SPECIFICATION OF SERVICES PROVIDED*

Health, safety and fire advice and guidance

Belfast City Council's Corporate Health and Safety Unit (CHSU) may be requested by Belfast Waterfront and Ulster Hall Limited (BWUH Ltd) to provide health, safety and fire advice and guidance. This could be in relation to policy development, employee / third party health and safety concerns, health and safety assessments, fire risk assessments and service improvements.

All requests for health, safety and fire advice and guidance must be submitted in writing / email by the BWUH Ltd Facilities Manager or nominated deputy to the Corporate Health and Safety Manager. Subject to resources, the Corporate Health and Safety Manager will agree the work to be carried out, the officer assigned and the timescale for completion.

Where it is identified that health and safety related advice is required of a more specialist nature and is outside the expertise of the CHSU (e.g. structural safety, pyrotechnics, lasers etc), then support will be provided to the BWUH Ltd as required to source competent advice.

CORPORATE HEALTH AND SAFETY UNIT
9 - 21 Adelaide Street, Belfast, BT2 8DJ
Telephone: 028 9027 0581

INVESTOR IN PEOPLE

Health, safety and fire inspections

Belfast City Council's CHSU operates an annual programme of health and safety audits and fire risk assessments to its premises and services as well as services provided under contract by other parties. The Belfast Waterfront and Ulster Halls will be included within this programme. The purpose of which is to evaluate compliance with the service provider's contractual health, safety and fire obligations and make recommendations for improvement for management to address and implement. BWUH Ltd will be notified in advance of this visit by the appropriate officer from the Corporate Health and Safety Unit and an appropriate date, time and scope of work agreed.

Belfast City Council's CHSU has no enforcing authority or responsibilities. The Health and Safety Executive for Northern Ireland (HSENI) are the Health and Safety Enforcing Authority for BWUH Ltd. Any inspections to be carried will be in an advisory role only. BWUH Ltd will have the legal responsibility for Health and Safety issues in the venues operated by them.

Health, safety and fire training

BWUH Ltd will need to undertake an assessment of its health, safety and fire training needs based on an assessment of its health, safety and fire risks.

On request, Belfast City Council's CHSU may be able to design and deliver training for BWUH Ltd. employees on health, safety and fire matters.

All requests for health, safety and fire training must be submitted by the BWUH Ltd Facilities Manager or a nominated deputy to the Belfast City Council Corporate Health and Safety Manager. Subject to resources, the Corporate Health and Safety Manager will agree the work to be carried out, the officer assigned and the timescale for completion.

Where it is identified that health and safety related training is required of a more specialist nature and is outside the expertise of the CHSU, then support will be provided as required to the BWUH Ltd in sourcing a suitable training provider.

4. *PRICE AND PAYMENT ARRANGEMENTS*

The following charges may be made by Belfast City Council for the aforementioned services:

- The Council's CHSU have estimated that delivery of this service level agreement will require twenty days work for 2018-19. If the Council has any further requirements in excess of the twenty days allocated, it will ascertain if these can be accommodated within the CHSU annual workplan for 18/19. If BWUH Ltd has any further requirements in excess of the twenty days allocated, these days would be charged at the rate of £260 per day plus travel expenses, in line with Belfast City Council's published mileage rates.

CORPORATE HEALTH AND SAFETY UNIT
9 - 21 Adelaide Street, Belfast, BT2 8DJ
Telephone: 028 9027 0581

INVESTOR IN PEOPLE

The charge for work shall be payable one month after Belfast City Council's CHSU submits an invoice to BWUH Ltd.

5. *VARIATIONS TO THE AGREEMENT*

This agreement shall be signed on behalf of Belfast City Council by the City Solicitor and on behalf of BWUH Ltd by the Managing Director, and it shall be their written consent which shall be required to give effect to a Variation of the Agreement.

Any variation to this agreement shall only be made with the written consent of both parties.

6. *FRAUD AND OTHER IRREGULARITIES*

In the event of any irregularities revealed by a Unit Officer's work or otherwise, being brought to the attention of Belfast City Council CHSU, BWUH Ltd's Managing Director and Director of Event Operations will be informed immediately.

7. *MONITORING AND DISPUTES*

The Belfast City Council Liaison Officer for this Service Level Agreement will be the Corporate Health and Safety Manager.

For the purposes of monitoring the performance of the agreement, the BWUH Ltd Facilities Manager shall directly liaise with the Corporate Health and Safety Manager.

To effectively manage the operational aspects of this agreement, the City Solicitor will review performance.

In the event of BWUH Ltd being dissatisfied with any aspect of the service it should in the first instance contact the Corporate Health and Safety Manager and the City Solicitor. If not satisfied, BWUH Ltd should notify the Belfast City Director of Economic Development of such matter in writing and permit Council a reasonable period within which to remedy such matter.

8. *CONFIDENTIALITY*

This agreement is confidential to both parties and no detail whatsoever shall be divulged to any unauthorised third party without the prior written permission of the signatories to this agreement.

All data, information and reports will be regarded as strictly confidential to BWUH Ltd and Belfast City Council CHSU.

In the event of material breach of confidentiality provisions BWUH Ltd shall have the right to terminate the agreement upon giving written notice to that effect.

All inspection notes, training materials, reports and other documents remain the property of Belfast City Council CHSU.

CORPORATE HEALTH AND SAFETY UNIT
9 - 21 Adelaide Street, Belfast, BT2 8DJ
Telephone: 028 9027 0581

INVESTOR IN PEOPLE

The reports prepared by Belfast City Council CHSU are solely for use within BWUH Ltd and should not be made available to third parties, without prior written consent. If such a third party were to obtain a copy, without prior written consent, Belfast City Council CHSU would not accept any responsibility for any reliance that they might place upon it.

9. *CONFLICTS OF INTEREST*

In the event that any matter arises relating to this agreement which in the view of the City Solicitor constitutes a conflict of interest he will immediately seek to quantify and resolve the matter as appropriate with the BWUH Ltd Director of Event Operations.

10. *CLIENT RESPONSIBILITIES*

As the employer, Belfast Waterfront and Ulster Hall Limited is responsible under law for the health and safety of all those using its premises. In providing advisory, training and related services, Belfast City Council shall not be liable for any losses or damages howsoever occasioned and of whatever nature arising out of or connected with the services provided, and Belfast Waterfront and Ulster Hall Limited shall indemnify the Council in respect of any claim that may be taken by any person against the Council arising out of the provision of the Services. Belfast Waterfront and Ulster Hall Limited management will be fully responsible for accepting or not accepting and acting on any advice, training or recommendations made by the Corporate Health and Safety Unit.

BWUH Ltd undertakes to meet all charges as specified In Section 4 of this agreement.

BWUH Ltd undertakes to provide Belfast City Council CHSU with reasonable access to records, documents and correspondence relating to any health, safety and fire matters of BWUH Ltd which the Corporate Health and Safety Manager deems to be relevant to those areas to be addressed by the agreed plan of work.

BWUH Ltd should consider building this right of access into Service Level Agreements with any third parties where appropriate.

BWUH Ltd will respond to draft inspection reports within **4 weeks** of the date of receipt. This response will normally be a written response to the findings and action plan specifying the agreed action taken or to be taken with details of which officer is responsible for the action and the date of implementation.

BWUH Ltd retains the right to accept or reject the advice given by Belfast City Council CHSU. Disagreements with recommendations and other management comments will be noted in the final report.

BWUH Ltd's management undertake to implement agreed action plans within specified timescales or to notify Belfast City Council CHSU as soon as possible of the reasons why such implementation will not be achievable.

CORPORATE HEALTH AND SAFETY UNIT
9 - 21 Adelaide Street, Belfast, BT2 8DJ
Telephone: 028 9027 0581

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11. *CORPORATE HEALTH AND SAFETY UNIT RESPONSIBILITIES*

Belfast City Council CHSU undertake to use reasonable endeavours to supply a quality service to BWUH Ltd. Work will be performed in a professional manner in accordance with the requirements of the Chartered Institution of Occupational Safety and Health.

This work will be most effectively undertaken when full co-operation is received from BWUH Ltd. Belfast City Council CHSU will ensure close liaison with BWUH Ltd's management and all work undertaken will be fully discussed with line management before commencement and before any formal reports are issued, subject to any special requirements.

Wherever possible the CHSU will seek to agree suitable times for meetings / inspections with individual managers but if there are unreasonable delays either in setting up meetings or carrying out visits, the Facilities Manager will be informed immediately.

A draft report will be prepared at the end of any inspections and issued as a confidential document restricted to BWUH Ltd.

Belfast City Council CHSU will seek BWUH Ltd's response to the draft report and the Facilities Manager and Director of Event Operations will be given the opportunity to comment on the contents before a final report is issued. The express aim of this procedure is to enable agreement of the factual content of the report and to obtain the manager's response to the findings.

Final reports including the action plan with target dates for the implementation of agreed action will be issued to the BWUH Ltd Facilities Manager, Director of Event Operations and Managing Director and the Belfast City Council City Solicitor and Director of Economic Development. This report will be issued within 2 weeks of satisfactory management responses being received.

The Director of Economic Development will have the right to report directly to the Chairman of BWUH Ltd if in his opinion, the circumstances warrant this course of action. This right would normally only be exercised after consultation with the Managing Director.

In addition, the City Solicitor and Director of Economic Development will have the right to report issues identified which constitute a significant risk to Belfast City Council, to the Chief Executive of Belfast City Council. This right would normally only be exercised after consultation with the Managing Director.

12. *JURISDICTION*

This agreement shall be governed by and construed in accordance with Northern Irish Law.

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Belfast City Council

13. *SIGNATORIES TO THE AGREEMENT*

FOR BWUH LTD.:

Signed .....

Print Name ..CATHERINE TOOLAN

Designation: BWUH Ltd Managing Director

Date ..29/08/2018.....

FOR BELFAST CITY COUNCIL CORPORATE HEALTH AND SAFETY UNIT:

Signed .....

Print Name .....JOHN WALSH.....

Designation: City Solicitor

Date .....3 August 2018.....

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