

## **HEALTH AND SAFETY AT WORK (NORTHERN IRELAND) ORDER 1978**

### **AGREEMENT BETWEEN THE HEALTH AND SAFETY EXECUTIVE AND THE NORTHERN IRELAND OFFICE FOR THE SUPPLY OF TECHNICAL SUPPORT IN RESPECT OF THE ENFORCEMENT OF HEALTH AND SAFETY EXPLOSIVES LEGISLATION**

1. This agreement is between the Chemical and Hazardous Installations Division (CHID) of the Health and Safety Executive ("the Executive") and the Police Division of the Northern Ireland Office (NIO). It concerns the provision of technical support by CHID to **NIO** in respect of the enforcement of health and safety and explosives legislation.
2. Support will be provided by those officers of the Executive who have been appointed Inspectors under the Health and Safety at Work (Northern Ireland) Order 1978 and the Explosives Act 1875, and who hold the appropriate warrants. Such appointments will be revoked or new appointments made by the **NIO**, on receiving reasonable notice in writing from the Executive.
3. An Inspector will visit Northern Ireland for the purposes of inspection of licensed explosives facilities, at a frequency decided upon by the Executive. These visits will include the facilities of Ulster Industrial Explosives Limited, Langford Lodge Engineering Company Limited, and Shorts Missiles Systems (SMS) Limited, and any other relevant location(s) as agreed between **NIO** and the Executive,
4. Other work may include classification and authorisation of explosives, and the licensing of factories, magazines and ports.
5. It may also be necessary for an inspector to visit Northern Ireland to investigate an incident, conduct a ports survey, assist with enforcement action or to provide technical support.
6. The **NIO** shall accept full responsibility for anything contained in any report or recommendation made and for any requirement imposed by an Inspector arising from, or in consequence of, a visit or inspection in Northern Ireland, and for any other thing done or omitted by an Inspector in the exercise of his functions in pursuance of this Agreement.
7. Where an officer of the Executive has been made available on the basis of this Agreement, the

Executive shall remain responsible for the payment of that officer's remuneration. The NIO shall pay the Executive's costs on the basis of travelling and subsistence or other allowances of staff employed in accordance with the Executive's rules; plus a flat-rate charge per hour or day as appropriate of Inspector's time engaged in pursuance of this Agreement.

In November of each year, the Executive will determine and notify the **NIO** of the flat-rate to be applied in the next financial year.

8. Invoices will be submitted by CHID quarterly in arrears, except for the final quarter which will be submitted in advance on the basis of estimated costs in order to allow payment within the same financial year. Payment will be made by **NIO** through Firearms and Explosives Branch, Massey House, Stormont, Belfast BT4 3SX, by means of payable orders.
9. Officers of the Executive will also provide general guidance and advice on relevant matters on a routine basis, without charge.
10. This Agreement will take effect from 1 July 1996, and may be reviewed at any time at the request of either party.

Signed:

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TERENCE SMITH  
Assistant Secretary  
Northern Ireland Office

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P C DAVIES  
Director  
Health and Safety Executive

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**PROGRAMME OF WORK AND ESTIMATED COSTS 1996/97**

**1. PLANNED VISITS BY INSPECTORS**

There will be one 2-day visit and one 3-day visit, which will include one and two overnight stays respectively.

<b>Travel:</b>	Liverpool/Belfast flights	£ 168 + £5 Tax
	Other travelling costs	£ 70
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		£ 243
<b>Subsistence:</b>	24-hour subsistence	£ 80 See Note 1.
	Over 10 hrs subsistence	£ 9 See Note 2.
<b>Time:</b>	Flat-rate £38 per hr	£ 304 per day
	TOTAL FOR 2 DAY VISIT ( 243 + 89 + 608 )	£ 940
	TOTAL FOR 3 DAY VISIT ( 243 + 169 + 912 )	£ 1324
	<b>TOTAL COST OF TWO VISITS</b>	<b>£ 2265</b>

**2. CONTINGENCY**

A contingency sum of **£3,000** will be reserved for incident investigation, surveys and enforcement assistance.

Note 1. Inclusive of Average Hotel Cost and Civil Service Subsistence Rate

Note 2. £ 9.30, 10 Hr Civil Service Rate