

**Department of Transport
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1 May 1996

From:
Mr N.R. Cooil
Chief Executive
Department of Transport
Sea Terminal Building
Douglas
Isle of Man, IM1 2RF

To:
Mr R. Allison, CB
Chief Executive
Offshore Safety Division
Health and Safety Executive
Rose Court
2 Southwark Bridge
London, SE1 9HS

**AGREEMENT, SUPPLEMENTARY TO THE AGREEMENT DATED 29TH JANUARY
1993 TO CARRY OUT WORK ON BEHALF OF THE DEPARTMENT OF TRANSPORT⁽¹⁾
(A DEPARTMENT OF THE GOVERNMENT OF THE ISLE OF MAN)**

1. Agreement dated 29th January 1993 ("the 1993 Agreement")

I refer to the Agreement between the Department of Highways Ports and Properties (now called the Department of Transport) and the United Kingdom Health and Safety Executive dated 29th January 1993 whereby the Executive agreed to provide inspectors on a cost basis to the Department of Transport in connection with offshore oil and gas exploration and production within Isle of Man Territorial Waters. I am writing to set out the detailed arrangements for implementing this agreement and should be grateful for your confirmation that these arrangements are acceptable.

2. Appointment of Inspectors

⁽¹⁾ Formerly called, until 01/01/95, the Department of Highways, Ports and Properties (DHPP)

- 2.1 The Department of Transport (hereinafter referred to as the Department), shall, in consultation with the United Kingdom Health and Safety Executive hereinafter referred to as HSE), make arrangements for appointing such HSE inspectors as the Department in consultation with the HSE may consider appropriate or necessary to carry out inspection functions on behalf of the Department in connection with offshore oil and gas exploration and production within Isle of Man Territorial Waters; and shall make arrangements for persons so appointed to be issued with warrants to enable them to carry out their functions as set out in the relevant Isle of Man primary and secondary legislation.
- 2.2 Paragraphs 2 and 3 of the 1993 Agreement shall apply in relation to persons appointed to carry out inspection functions referred to in this supplementary agreement.
- 2.3 The Department may after consultation with the HSE and the appropriate HSE inspector delegate to the inspector appointed to carry out all or any inspection functions referred to in paragraph 2.1 hereof the functions of the Department to appoint inspectors for all or any of the purposes mentioned in paragraph 2.1 and any such delegation shall contain such provisions as the Department may require having regard to the provisions of the Government Departments Act 1987⁽²⁾ or any statutory modification or re-enactments thereof.

3. **Inspections**

Routine inspections will be carried out in accordance with schedules and arrangements prepared by the relevant inspectors and notified to the Department under paragraph 8 below.

4. **Accidents/Incidents**

- 4.1 Notice of any accidents or incidents will be made direct by duty holders to the Department and also to the relevant HSE inspector, or through the HSE duty inspector system. The Department and the HSE shall make operators and owners of installations aware of the necessary requirements. Inspectors will notify the Department of the relevant details in the same way and at the same time as they normally notify other HSE sources.
- 4.2 The Department nominates in the attached appendix to this agreement the officer and deputies with whom direct contact can be made in an emergency.
- 4.3 Where an inspector considers that an immediate investigation should take place he will put this in hand and notify the Department. Reports on any investigations will be sent to the Department.
- 4.4 Any inspector involved in an investigation, referred to in paragraph 4.3 above, shall provide the Department with a brief report on the commencement of the investigation and updates reports at regular intervals or upon the request of the Department throughout the investigation.

5. **Enforcement**

⁽²⁾ 1987 c. 13 (an Act of Tynwald)

Enforcement notices will be issued by inspectors on behalf of the Department, on forms provided by the Department. Copies of all notices issued will be sent to the Department immediately after they have been served.

6. **Prosecution**

- 6.1 Where an inspector considers that prosecution is appropriate a full report will be made to the Department, setting out the inspector's conclusions and recommendations.
- 6.2 Section 10(3) of the Mineral Working (Offshore Installations) (Isle of Man) Act 1974⁽³⁾ clearly states that the Department or the Attorney General of the Isle of Man shall institute proceedings in respect of an offence committed in the Isle of Man or within Manx waters. Any appointment given to an HSE inspector **will not** permit the inspector to institute proceedings on behalf of the Department.

7. **Acceptance of Safety Cases**

Where a mobile installation, having a safety case accepted by the HSE for operation in United Kingdom Territorial Waters, transfers or comes into Isle of Man Territorial Waters; that installation's safety case will be acceptable to the Department. For fixed installations the HSE will carry out an assessment based upon the assessment criteria current at the time. In both of the aforementioned cases the Department will issue acceptance letters on the advice of the HSE.

8. **Programme of Work**

The HSE will send to the Department, before the start of each fiscal year, an outline programme of work proposed to be undertaken by its inspectors on behalf of the Department; together with a schedule indicating the make-up of the expected costs, travel and subsistence expenses. This would be without prejudice to any other work that inspectors found it necessary to undertake during the financial year in question.

9. **Reports**

The HSE will submit to the Department an annual report of its activities and the activities of the HSE inspectors appointed to carry out inspection functions as referred to in this agreement carried out on behalf of the Department as soon as possible after the end of the financial year. This will cover:-

- Safety Cases Submitted and Approved.
- Inspection Reports.
- Activity Reports including completion of activity or current status.
- Issue of Improvement Notices and result of same.
- Issue of Prohibition Notices and result of same.
- Report on contraventions which the HSE has recommended for the institution of proceedings
- Casualty/Investigations conducted by HSE, status, result and recommendations arising out of same.
- Itemised charges to the Department (where applicable on a "per installation basis") for the provision of the agreed services.

⁽³⁾ 1974 c.33 (an Act of Tynwald)

10. Information

The HSE and the Department will each ensure that the other has access to and is provided with information within their possession which may be beneficial to either in the discharge of duties and functions under the Agreement. To this end officials shall set up such arrangements as may be appropriate. Provided that nothing in this paragraph shall oblige the HSE or the Department to make available to the other such information if to do so would be a breach of statute or a breach of an obligation of confidence owed to a third party unless the third party has given its prior authorisation.

11. Finance

The Department will make payments to the HSE for the full costs of work to be carried out under the terms of the Agreement and this letter. These payments will be within the limits of an agreed annual forecast to be made by the HSE based on the programme of work and estimated additional work referred to in paragraph 8 above, or for any higher sums agreed in advance, in writing by the parties. The Department will pay sums quarterly in arrears on receipt of a detailed expenditure account invoice for each of the first three quarters; and make an advance payment for the final quarter on receipt of an invoice for the estimated costs for that quarter; such invoice will be issued by mid-January. The first invoice of the following year will be adjusted to account for any variance between the estimated and actual charge.

12. Travel and Subsistence

The Department will, so far as possible, arrange and pay for the cost of travel to and from an inspector's normal place of work to the Isle of Man, and within the Isle of Man, and for hotel accommodation. The HSE inspector shall advise the Department in advance of his intention to travel and the expected dates of such travel. The Department will pay additional subsistence allowances including offshore allowances as is provided for in accordance with arrangements currently in force in the HSE. Where it is not possible to make the necessary arrangements in advance an inspector may incur necessary, reasonable expenses in accordance with then current appropriate rates and claim them back from the Department.

The HSE shall provide annually a schedule of offshore allowances, travel and subsistence rates; the HSE will also provide amendments to this schedule should the rates change.

13. Insurance

13.1 The HSE inspectors whilst acting, travelling or carrying out duties on behalf of the Department shall be covered by the insurance provisions of their own UK Principal Civil Service Pension Scheme (PCSPS), as would be the case were they carrying out their duties for the HSE in the UK or abroad.

13.2 Where the inspector acting on behalf of the Department and in the course of his duties causes injury or damage to persons or property of the operator and owners of installations or MOUs, the Department for the purposes of this agreement will be considered liable. The Department may indemnify inspectors to the extent granted under the Powers under Section 26 of the Health and Safety at Work, etc, Act 1974⁽⁴⁾

⁽⁴⁾ 1974 c.37 (an Act of Parliament as it has effect in relation to Isle of Man Territorial Waters by virtue of

14. **Termination and Amendment of Supplementary Agreement**

This agreement shall continue to remain in force unless written notification giving six (6) months advance notice is given by either party to terminate the agreement in which case it will terminate on expiry of such notice. Six (6) months advance notification in writing is also required in respect of opening discussions with respect to making any amendments to this agreement.

Signed on behalf of
the Isle of Man
Department of Transport

Chief Executive

Signed on behalf of
the United Kingdom
Health and Safety Executive
Offshore Safety Division

Chief Executive

**APPENDIX TO SUPPLEMENTARY AGREEMENT
DATED 21 MARCH 1996.**

**NOMINATION OF OFFICERS AND DEPUTY
WHO MAY BE CONTACTED DIRECTLY IN AND EMERGENCY**

Mr C. F. Douglas, Director of Operations Marine Administration Offshore Health & Safety Section	Tel: (01624) 686633/4 (Work) (01624) 815439 (Home)
Mr P Mylchreest, Principal Marine Surveyor	Tel: (01624) 686643/33 (Work) (01624) 801200 (Home)
Mr S. Houghton, Principal Marine Surveyor	Tel: (01624) 686643/33 (Work) (01624) 852729 (Home)
Capt. W.D. Howefl, Principal Marine Surveyor	Tel: (01624) 6856643/33 (Work) (01624) 851932 (Home)

Contact FAX No. (01624) 627238

All the above officers are also contactable through:

The Duty Harbour Master
Douglas Harbour Control
Sea Terminal Building
Douglas
Isle of Man

Tel: (01624) 686628
Fax: (01624) 626403