



# Office for Product Safety & Standards

## APPLICATIONS FOR MEMBERSHIP OF THE OFFICE FOR PRODUCT SAFETY AND STANDARDS (OPSS) REGISTER OF SPECIALISTS FOR ENGINEERING (ERoS)

### INFORMATION PACK

Completed applications must reach the OPSS  
Engineering Team via the  
[opss.eros@businessandtrade.gov.uk](mailto:opss.eros@businessandtrade.gov.uk) mailbox

July 2024

# OPSS Engineering Register of Specialists (ERoS)

## Information Pack

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## Register of Specialists

Applications are open for experts wishing to join the Office for Product Safety and Standards Engineering Register of Specialists (OPSS EROS), a list of pre-approved experts whom OPSS can call on to carry out ad hoc scientific and technical work on a contract basis.

### Background

- OPSS was created in January 2018 to deliver consumer protection and to support business confidence, productivity and growth and forms part of the Department for Business and Trade (DBT).
- We are the national regulator for all consumer products, except for vehicles, medicines, and food.
- We regulate a wide range of products, including Construction Products, with a focus on their safety and integrity.
- We lead Government policy on product safety, metrology, hallmarking and market surveillance, and are responsible for product safety at our borders.
- OPSS works with local, national, and international regulators, with consumer representatives and with businesses to deliver effective protections and to support compliance.

### The Register of Specialists

OPSS is seeking to appoint members to its Engineering Register of Specialists (ERoS) in **Gas Safety**. OPSS has led on a number of incidents where gas safety has been inadequate including most recently, faulty gas elbow joints.

We continue to need a strong body of experts to provide, advice; witness statements; peer reviews, appraisals of research and incident questions, proposals, and outputs; and other short pieces of research, across our remit and in relation to consumers.

Your work will contribute directly to ensure the safety of a variety of consumer products, benefitting UK consumers and the effective, evidence-based regulation of these products.

The tasks that you might be asked to take on could include, but are not limited to, providing evidence, expert witness statements, analysis, or advice across the OPSS product safety remit that relate to your engineering expertise, for example:

- Provision of evidence, analysis, or expert advice to inform OPSS work and that of any Advisory Committees<sup>1</sup> on risk assessments, incidents, products safety, and other engineering issues relevant to Gas Safety;
- Risk assessment and identifying hazardous products related to Gas Safety, Safe Design & Construction;

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<sup>1</sup> See Annex D for background information on the range of SACs

- Ad hoc advice and be on an expert panel to inform regulatory decisions in responding to Gas Safety incidents;
- Research support which may include questions on product design, proposal appraisal, rapid evidence reviews, report evaluation/peer review, quality assurance and risk analysis;
- Guidance and expert opinion on Gas Safety, including Gas Appliances, Gas Fittings and Installations and Supply Chain Quality Assurance; and
- Standard committee knowledge and experience e.g. Independent consumer experts.

From time to time, we may wish to publish the advice we receive from experts on our ERoS. Where this is the case, this will be made clear to our experts from the outset, and we will obtain their permission before doing so.

**The types of expertise we wish to cover are listed in Annex A.**

Work contributions may include but are not limited to:

- Submission of written evidence, witness statement, analysis, or advice;
- Presentation of evidence, analysis, or advice to OPSS staff, Expert Group / Panel or Advisory Committee as an invited presenter; and
- Participation in incident management process as expert point of contact.

### **The application process**

You can download an application form from the [Recruitment Page](#).

If you are interested in supporting OPSS, please complete the application form and return it with your CV and if you wish, your list of publications to [opss.eros@businessandtrade.gov.uk](mailto:opss.eros@businessandtrade.gov.uk). You can also use this mailbox for any queries that you have on the application process.

Closing date: None applicable

The criteria for selection are provided later in this document. Details of how to apply are given on page 7.

Interviews for selection to join the ERoS will generally not be held, subject to assisting us to effectively implement our equal opportunities policy.

### **What happens if you are selected to join the ERoS**

If you are invited to join the ERoS, we will ask you to complete a Declaration of Interest form (see Annex F), which we will review (and if necessary, discuss with you) to identify relevant interests and any real or potential associated conflicts.

After reviewing your interests and any associated conflicts, we will add your details to the ERoS. This will include a summary of your expertise, your application form and Declaration of Interest form. We will keep and use this information to decide whether

to contact you about completing pieces of work which match your expertise and areas of interest. **Please note that inclusion on the ERoS does not guarantee that you will be called upon to undertake work for OPSS.**

We will review our ongoing need to retain your information every three years. We will contact you to ask whether you still wish to remain on the ERoS, and whether your contact details, areas of interest or other information need to be updated at all. However, should you wish to be removed from the ERoS at any time or if the information you have provided needs to be updated, please let us know at your earliest convenience.

For information about how we will process your information, including your rights under data protection legislation, please refer to the OPSS Privacy Notice at Annex G.

### **What happens if you are invited to take on a specific piece of work?**

We will contact you to discuss any work which we think may be of interest and suited to your skills and expertise, to discuss what is required and assess any real or potential conflicts of interest.

If you are interested in taking on specific work we will ask you to review your Declaration of Interest form to identify any new or additional real or potential interests that are relevant in the context of the specific task under consideration (see Annex F), which we will look at again (and if necessary discuss with you) to identify relevant interests and any associated conflicts with the proposed work (and your recorded declaration will be updated accordingly). OPSS will publish each year online an updated annual report on the declarations of interest of members of the ERoS who have carried out work for OPSS in that year.

If OPSS agrees there is no real or potential conflict and if the work is of interest to you, we will discuss and agree the amount of time needed and the fee for the work, for which the default rate is £400 per whole day, subject to negotiation.

We will ask you to supply some additional background information that will allow us to set up contracting for a specific piece of work:

- OPSS will need to know your employment status for tax purposes for this type of work under HMRC's IR35 rules. For example, if you want OPSS to pay you via an invoice from your employer, you should indicate that to us. OPSS will need to comply with employment practice and so will need to review the status of relationship with OPSS at point of contract; and
- A copy of your current passport for an identity purposes and eligibility to work check (we will keep this on file so you will not have to resubmit for subsequent pieces of work unless it expires, or details change).

Should you wish to undertake the work offered, OPSS will then send out an agreement letter to cover the nature of the work, expected timescales, along with the agreed

pricing schedule and administration instructions, including the HMRC Employment Status Assessment outcome.

During the term of the Contract and for a period of 3 years thereafter, the Supplier shall maintain in force professional indemnity insurance for not less than £1m per claim.

If you are to be instructed as an expert witness for anticipated court proceedings, you will receive a separate letter of instruction. You are reminded that once instructed as an expert witness for court proceedings, you must be prepared to attend subsequent court hearings.

### **Criteria for selection of members to the Engineering Register of Specialists**

Applicants must provide evidence showing how they meet the **selection criteria below** with reference to the areas of expertise and the roles they have ticked in their application form:

#### **Essential criteria**

1. A high level of relevant experience and expertise in the areas you have identified, evidenced by qualifications to postgraduate degree level or equivalent experience; a strong record of achievement at a national or international level, a good publication record and/or strong networks in the field.
2. Experience/strength in applying your expertise in the areas of expertise listed in the application form.
3. Ability to work effectively in English in the areas and roles you have identified.

#### **Desirable criteria**

1. If you are prepared to appear as an expert witness in court proceedings, you are expected to be familiar with the applicable parts of the Civil Procedural Rules and Criminal Procedure Rules. If instructed to appear as an expert witness, you will be required to confirm at the time of instruction that you are sufficiently familiar with your obligations to the court under such rules. OPSS legal team will provide guidance on acting as an expert witness in court proceedings.

Additional desirable criterion only for those with an interest in the role of an expert invited to contribute to the work of an Advisory Committee:

2. For some roles and pieces of work where members of the Engineering RoS are working with an Advisory Committee or as an invited expert (beyond the provision of reports or other evidence or advice) they will need to have experience of working in multidisciplinary groups to provide evidence-based assessments or advice. If you wish to do this type of work, please provide evidence of these skills.

#### **Declaration and management of interests**

In line with established good practice for accessing external expertise, members of the Engineering RoS are required to declare any personal or non-personal interests before

joining the Engineering RoS and again before taking on a specific piece of work. Types of interest are described in the guidance at Annex B.

Declared interests of those members who take on work are published in the 'Engineering Register of Specialists - Register of Interests'. Interests which represent a real or potential conflict in respect of general or specific aspects of the work undertaken will be managed in accordance with OPSS's policy and guidance on interests (see guidance in Annex B).

### **Further details of the application process**

Appointment is by open competition. The application form **must** be completed in full. Applicants are expected to evidence each of the selection criteria. You are asked to attach a CV, and please cross-reference the relevant section of your CV in your supporting statements and explain its relevance to the relevant criterion in your form. Entries which say only "see attached CV" will not be scored. A list of relevant publications is helpful, and again please cross-reference these in your supporting statements.

The application form, CV, declaration of interests and optional list of publications constitute the application. The selection panel will use only the information supplied by the candidate in their application.

### **How to Apply**

Each applicant must enclose:

- Completed Application Form in Microsoft Word format
- CV

Each applicant may enclose:

- List of Publications (last 10 years) (optional)
- Completed Monitoring Questionnaire (optional). Please note that this optional questionnaire will be sent separately once your application is submitted to [opss.eros@businessandtrade.gov.uk](mailto:opss.eros@businessandtrade.gov.uk).

If you wish to be on the Engineering RoS, failure to provide the information requested could result in either a delay or us being unable to process your information.

### **Selection**

The selection panel will consist of at least two assessors and will be drawn from the following:

- A Senior OPSS Engineering team lead.
- Scientific experts from OPSS (including staff from an Advisory Committee secretariat where panels are selecting for tasks to inform the work of an Advisory Committee).

There will be scrutiny of the process by the Research Hub and confirmation of selection by scrutiny by the Head of the Science and Engineering Directorate / Head of the Engineering Team.

## Payment and expenses

These positions are paid at an agreed day rate (up to £400 per whole day, subject to negotiation) and reasonable travel and other expenses, see guidance at Annex C.

## Other information

Current members of Advisory Committees are welcome to apply to be included on the OPSS EROS. Advisory Committee Members, who are also on the EROS will not be asked to undertake work through the EROS which would inform the work of a Committee of which they are a member. This will avoid the situation in which an expert assesses, as an Advisory Committee member, work they have carried out as a contractor through the EROS.

We welcome applicants from outside the UK, provided they can fulfil the essential criteria for selection and the requirements of the tasks in question, including attending meetings where relevant. Reasonable travel and accommodation expenses can be claimed, in accordance with the terms set out in the Guidance on Pay and Expenses at Annex C.

### Applications should be sent by email to:

Email: [opss.eros@businessandtrade.gov.uk](mailto:opss.eros@businessandtrade.gov.uk)

**Please note that all applicants are responsible for the safe arrival of their forms. Applicants are required to complete all the relevant forms before their applications will be considered.**

For enquiries on the application process or about the types of work please contact:

Email: [opss.eros@businessandtrade.gov.uk](mailto:opss.eros@businessandtrade.gov.uk)

## Equal Opportunities

We welcome applications from suitably qualified people from all sections of the community, regardless of race, age, disability, gender, marital status, religion, sexual orientation, transgender and working patterns. We are also required by law to have regard to the need to eliminate discrimination, and proactively advance equality of opportunity in the exercise of our functions. We are particularly anxious to address under-representation of women, people from ethnic minorities and people with disabilities.

Decisions on selection for the EROS are based on merit and the principles of independent assessment, openness, and transparency of process. Once you have submitted your application, you will receive an email acknowledging your submission, which will contain a unique reference number for your application, and a link to a Monitoring Questionnaire. The completion of the Monitoring Questionnaire is encouraged but is optional.

The purpose of the Monitoring Questionnaire is to allow us to track and improve the diversity of our workforce and ensure we do not create any barriers in our selection process. Please note that your responses to the Monitoring Questionnaire, should you choose to complete it, will be used for statistical purposes only. The information



we collect will be presented in the form of totals from which individuals cannot be separately identified.

Please let us know in your supporting statement (extra word count will be given), which is referenced in the Application Form, if you would like us to provide any particular assistance as part of the application process to be selected as a Member of the Register and, if selected, to your performance in post including being taken on for a specific piece of work.

### **How we will handle your application**

Each application will be acknowledged by **e-mail**. Your application will be assessed against the selection criteria laid out in the application form, and all the information you provide will be processed in line with the OPSS Privacy Policy at Annex G.

Each candidate will be considered very carefully and the reasons for decisions noted. Feedback will be provided on request.

### **Freedom of Information Act 2000**

Information relating to the EROs, including the application process itself (the 'Information'), could be subject to a Freedom of Information Act request. Exemptions may apply prohibiting disclosure of the Information requested, such as section 40(2) of the Freedom of Information Act 2000 that prohibits disclosure of personal data. However, depending on the Information requested, OPSS may be compelled under the Freedom of Information Act 2000 to disclose the Information following a Freedom of Information Act request.

### **The Decision**

Once all applications have been assessed, the panel will make recommendations for appointments for those judged to demonstrate the closest match with the published criteria. The Head of the Science and Engineering Directorate / Head of Engineering Team will consider the panel recommendations and make the final decision on the selection. We will let you know **by e-mail** within 30 working days not including the day of submission, followed up by a letter on whether or not you have been selected. Candidates are requested to accept their appointment in writing.

### **Withdrawing Applications and Removal from the Register**

If you wish to withdraw your application or be removed from the EROs, please contact:

Email: [opss.eros@businessandtrade.gov.uk](mailto:opss.eros@businessandtrade.gov.uk)

Following this, you will receive email confirmation that your application has been withdrawn, or that you have been removed from the EROs as the context requires.

## **Complaints**

For complaints about the OPSS, please initially tell the person you have been dealing with. We will try to resolve any problem quickly and explain what we have done and why.

If you are still dissatisfied and would like to take your complaint further, you should contact the OPSS directly at the below address who will independently handle complaints received.

Operations Manager - Operational Support Unit  
Office for Product Safety and Standards  
Department for Business and Trade  
Caxton House  
Tothill Street,  
London,  
SW1H 9NA  
Email: [opss.enquiries@businessandtrade.gov.uk](mailto:opss.enquiries@businessandtrade.gov.uk)

## ANNEX A – Areas of Expertise

Area of expertise and related disciplines	Please tick the relevant box(es) <u>and</u> describe your area(s) of expertise and their application(s) using no more than 10 keywords:
<b>Engineering</b>	
Gas Appliances	<input type="checkbox"/> Click or tap here to enter text.
Gas Fittings	<input type="checkbox"/> Click or tap here to enter text.
Gas Installations	<input type="checkbox"/> Click or tap here to enter text.
Supply Chain Quality Assurance	<input type="checkbox"/> Click or tap here to enter text.
Hydrogen Fuelled Gas Appliances	<input type="checkbox"/> Click or tap here to enter text.
<b>Product Design</b>	
Safe Design & Construction	<input type="checkbox"/> Click or tap here to enter text.
Assessing Risks and Hazards	<input type="checkbox"/> Click or tap here to enter text.
Labelling & Packaging	<input type="checkbox"/> Click or tap here to enter text.
Conformity Assessment for Appliances and Fittings	<input type="checkbox"/> Click or tap here to enter text.
Fault Finding Investigations	<input type="checkbox"/> Click or tap here to enter text.
<b>Consumers</b>	
Independent Consumer Experts	<input type="checkbox"/> Click or tap here to enter text.
Standards Committee Knowledge and Experience	<input type="checkbox"/> Click or tap here to enter text.
<p style="text-align: center;"><b>Others</b></p> <p>Please state here...</p>	<input type="checkbox"/> Click or tap here to enter text.

## **ANNEX B – Practice on the Declaration of Interests**

### **Different types of interest that should be declared**

The following is intended as a guide to the kinds of interest that should be declared. Where members are uncertain as to whether an interest should be declared, they should seek guidance by contacting [opss.eros@businessandtrade.gov.uk](mailto:opss.eros@businessandtrade.gov.uk).

**If members have interests not specified in these notes, but which they believe could be regarded as influencing their advice or other work for OPSS, they should declare them. Failure to declare interests could lead to removal from the ERoS.** However, members are not under any obligation to search out interests of which they might *reasonably* not be aware. For example, either through being unaware of all the interests of family members, or of not being aware of links between one company and another.

All interests and conflicts shall be declared, and members should update OPSS as soon as possible in respect of changes to their interests and conflicts. Members shall confirm all interests and conflicts at least annually on the declaration of interests form to the OPSS Engineering Team.

The person in OPSS who contacts the ERoS member for a specific piece of work (OPSS contact) will be responsible for exploring interests relevant to that specific piece of work as part of the discussion on commissioning the work. This exercise will consider the relevance of any interests already declared, and any other interests for which the relevance only comes to light in the context of the specific task under discussion. All declared interests will be added to the list.

### **Declaration of interests and participation at meetings**

Where ERoS members carry out work which require them to contribute to meetings with the OPSS, other experts and/or the Advisory Committees, they will need to declare any direct interests, or those of close family members, in matters under discussion at the start of each meeting. Having fully explained the nature of their interests, the OPSS contact may, having consulted with others in OPSS, decide whether, and to what extent, the member should participate in the work or discussion and determination of the issue. If it is decided that the member should not take part in the work or leave the meeting, the OPSS contact may first allow them to make a statement on the item under discussion. Where members are uncertain as to whether an interest should be declared they should seek guidance from the Head of Engineering by emailing [opss.eros@businessandtrade.gov.uk](mailto:opss.eros@businessandtrade.gov.uk)

It should be noted that if a member of the ERoS is presenting at and/or participating in Advisory meetings as an invited expert their interests will be treated in the same way as an Advisory member and the Advisory Chair and members will be consulted on the management of any conflicts.

### **PERSONAL INTERESTS**

A personal interest involves the member personally and includes interests of close family members. The main examples are:

- **Consultancies and/or direct employment:** any consultancy, other employment, partnership, directorship or position in or work for an industry or other relevant body held by you or a close family member and which attracts regular or occasional payments in cash, recognition in any other form, or other benefit.

- **Fee-Paid Work:** any commissioned or fee-paid work for which you or a close family member are paid in cash or kind by an industry or other relevant body including Pressure Groups and Non-Governmental Organisations.
- **Shareholdings:** any shareholding or other beneficial interest in industry shares that you or a close family member have. This does not include shareholdings through unit trusts or similar arrangements where the member has no influence on financial management.
- **Membership or Affiliation:** any membership role or affiliation that you or a close family member has to clubs or organisations with an interest or involvement in the work of the Department for Business and Trade (DBT) and/or Office for Product Safety and Standards (OPSS).

## NON-PERSONAL INTERESTS

A non-personal interest involves payment which benefits a department or organisation for which a member is responsible but is not received by the member personally. The main examples are:

- **Fellowships:** any fellowship that you or a close family member holds, and which is endowed by an industry or other relevant body
- **Support by Industry:** any payment, other support or sponsorship by industry which does not convey any pecuniary or material benefit to you or a close family member, but which does benefit their position or department e.g.:
  - (i) A grant from a company for the running of a unit or department for which a member is responsible.
  - (ii) A grant or fellowship or other payment to sponsor a post or a member of staff in the unit for which a member is responsible (this does not include financial assistance for students).
  - (ii) The commissioning of research or other work by, or advice from, staff who work in a unit for which a member is responsible.

Members are under no obligation to seek out knowledge of work done for, or on behalf of, industry and other relevant bodies by departments/units for which they are responsible, if they would not normally be expected to be informed. Where members are responsible for organisations which receive funds from a very large number of companies involved in that industry and from other relevant bodies, the Engineering Team can agree with them a summary of non-personal interests rather than draw up a detailed portfolio. Any relevant information relating to this should be captured in the declaration of interests form in Annex F.

- **Trusteeships:** any investment in industry held by a charity for which you or a close family member is a trustee. Where a member is a trustee of a charity with investments in industry, the Engineering Team can agree with the member a general declaration to cover this interest rather than draw up a detailed portfolio.
- **Land and property:** any land or properties in which you or a close family member has a direct interest and is clearly within the OPSS sphere of activities.
- **Other public appointments:** membership by you or a close family member of local authorities, health authorities and trusts, and other relevant voluntary sector bodies.

## DEFINITIONS

In this Code “close family members” means the following: a person’s: spouse or civil partner; children and step-children and their spouses or civil partners; brothers and sisters and step-brothers and step-sisters and their spouses or civil partners; parents and step-parents and their spouses or civil partners.

In this Code ‘the industry’ means:

Companies, partnerships, or individuals who are involved with the production, manufacture, packaging, sale, labelling, advertising, or supply, of Gas Appliance related products, or other relevant products, including, but not limited to, the following legislation;

1. Regulation (EU) 2016/426 on appliances burning gaseous fuels (OPSS)
2. The Gas Appliances (Safety) Regulations 1995
3. The Gas Safety (Installation and Use) Regulations 1998 (HSE)
4. General Product Safety Regulations (GPSR) 2005 (OPSS)
5. The Consumer Protection Act 1987

Although OPSS does not enforce all the legislation listed, these regulations have been included because they refer to areas closely connected with products OPSS does enforce against, and because they cut across the multi-disciplinary areas of expertise listed in Annex A.

Trade associations representing companies involved with such products; Companies, partnerships or individuals who are directly concerned with research, development or marketing of Gas Appliance related products which are being considered.

In this Code ‘other relevant bodies’ refers to organisations (not included in the definition of ‘industry’) with interests relevant to the work being done. This could include charitable organisations, political parties, and lobby groups.

## **ANNEX C – Guidance on Pay and Expenses (as of April 2024)**

1. The following guidance sets out arrangements for payment for work undertaken as a member of the Register, and the expenses that EROs members may claim in respect of their work and how claims should be submitted.
2. If Members have any queries relating to payment and expenses, these should be addressed to the Engineering Team. Members should contact the Engineering Team by emailing [opss.eros@businessandtrade.gov.uk](mailto:opss.eros@businessandtrade.gov.uk) before incurring any expense that they believe should be reimbursed but which is not covered below.

### **Day rates**

3. Day rates for payment for work will be agreed as part of the conversation prior to appointment for a specific piece of work and the number of days to be worked will also be agreed.
4. Payment for work will be made after invoice and with the setting up of a Purchase Order.

### **Expenses Policy**

5. This expense policy is designed to inform Members of EROs of acceptable reimbursement for expenses incurred in delivering services for DBT/OPSS.
6. Members should make justifiable spending decisions and seek economy in all expenses incurred, weighing the balance between value for money, public perception and business benefits.
7. Bookings for travel and accommodation must be made independently. Members cannot use the civil service travel management company.
8. Claims should be submitted for expenses incurred by the Member only, e.g. if the Member is travelling with DBT/OPSS Staff or other Members, they should pay for and submit expenses separately.
9. When Members have to pre-book travel in advance to make the most of cheaper fares and hotel accommodation for DBT/OPSS, expenses can be claimed the next month as long as they have pre-approval from the DBT/OPSS hiring manager and proof of booking or a valid receipt is provided. Where a Member has claimed expenses in advance and voluntarily leaves before the date of travel or stay, then the expenses paid in advance become repayable and may be recovered by any suitable means.

### **Supporting Evidence**

10. All expenses must be supported by receipts/proof of purchase. Scanned or electronic receipts/proof of payment should accompany all claims. Hard copies should be retained and may need to be produced at DBT/OPSS' request.

## Expense Limits

11. Claims should be made on the basis of actual receipted costs, subject to the limits set for certain categories of expense. The expense limits outlined in this expenses policy are established to help maintain efficient cost controls. It is crucial that Members adhere to the limits specified.
12. Expenses should be those additional to those that would have been incurred at the contractor's trading address or through the ordinary operation of their business.

## Foreign Currency

13. The exchange rate for translating foreign currency transactions should be at the prevailing rate shown on the currency exchange receipt or the bank/credit card rate of exchange shown in statements.

## VAT

14. All expenses should be charged to the Department at the cost to the contractor, after any recovery of VAT, and VAT may only be charged by VAT registered contractors.
15. Where disbursements are incurred (costs of purchases for goods or services on behalf of the DBT/OPSS – for example may be requested to buy a laptop where the DBT/OPSS will be the owner) then the VAT rules for disbursements should be used – namely the claim should be for the total cost including VAT and the contractor can neither claim any input VAT nor recharge VAT on the total costs.
16. See <https://www.gov.uk/guidance/vat-costs-or-disbursements-passed-to-customers> for more guidance. Disbursements of this nature should be rare and should be agreed in advance of any occurrence.

## Expense Pre-Approval

17. The following expenses require prior written pre-approval via email from the relevant DBT/OPSS manager (the hiring manager will provide the contractor to fill in the DBT Pre-Expense Approval Excel Form and inform of the relevant approver for expenses purposes):
  - All International travel (including where below £200)
  - Any single expense items exceeding £200
  - Any cumulative costs exceeding £200 (e.g. 2-night hotel stay during a trip)
  - Conference fees exceeding £200
  - Any client entertainment exceeding £10

## Claiming Reimbursement

18. Expenses will only be reimbursed if they:
  - Are supported by original receipts/proof of purchase. Scanned or electronic receipts should accompany all claims;



- Are submitted on a fully completed expense claim form or invoice. (The exact method of claiming will be determined by the contractual route the contractor is engaged through);
- Are authorized (including pre-authorisation where applicable) by the appropriate DBT/ OPSS manager;
- Provide full details supporting the expense claim; and
- Are claimed in line with this policy.

In exceptional circumstances, DBT/OPSS may consider reimbursing minor claims for travel without a receipt, for example where a pre-paid Oyster card is used or where tickets are retained as you pass through a ticket barrier. In such circumstances you will need to detail on the expenses claim form why a receipt is not available.

### **Public transport (bus, underground, tram, etc.)**

19. There is no public transport rate for official business. Actual costs of travel are reimbursed. Any expenses incurred using public transport such as London Underground, local bus services and so on should be claimed back through the expenses procedure and tickets or receipts should be submitted with all claims.
20. Members are encouraged to use Oyster cards for travel on the London Underground and Bus network. Cards should be registered on-line with London Transport so that a print-out of journeys showing the cost of fares can be submitted with claims.
21. Where London Underground has been included in the rail ticket, further expenditure on London Underground travel is not claimable.

### **Rail**

22. For rail travel (including Eurostar) all Members should travel standard class, unless, for example, they have a disability or health condition that would make this unreasonable. Tickets should be purchased in advance to minimize costs. **Please remember that the earlier you book, the more likely you are to get a better deal.**

### **Private & Hire Vehicles**

23. Members are expected to use public transport where this is reasonable and should only use a car where a business need has been agreed to in advance by the appropriate DBT/OPSS manager or where a member of staff has a temporary or permanent disability.
24. Members may claim a mileage allowance for their privately owned car. This allowance is designed to cover the costs of fuel, maintenance, insurance for business use, and wear and tear. In some locations mileage rates are limited by the tax authorities. Motor insurance must cover business use.
25. Current mileage allowance by private car is 45p for the first 10,000 miles and 25p for any further mileage in tax year. Please provide VAT petrol receipts.

## Taxi

26. Use of taxis is expected only where there is a clear value for money or business justification, agreed in advance with the DBT/OPSS manager wherever possible; unless a Member has a temporary or permanent disability and has been advised, that taking a taxi is a 'reasonable adjustment' or for safety and security reasons.

Some examples where taxi travel might be considered **appropriate** include:

- there are no other reasonable public transport options (for example: travel to a location not served by a bus or train route)
- it is the most cost-effective way of undertaking the journey – for instance you shared the taxi with colleagues, and this makes it cheaper than other public transport options
- for personal safety reasons

Examples of scenarios where it might be considered **inappropriate** to take a taxi include:

- there are cheaper public transport options which incur only a modest additional travel time.
- public transport involves changing mode of transport. (for example: a train and a bus)
- failure to leave sufficient time to make the journey by foot or public transport.

It is expected that you will use public transport for travel within London and the use of taxis should only be undertaken by exception.

The principles set out for UK travel equally apply for taxi travel overseas.

## Air

27. Members are expected to book the lowest logical fare available. Where possible, booking well in advance to take advantage of discounts where they are available and reserve fixed-price tickets unless there is a high probability that the schedule will change.
28. Members must obtain three quotes for all air travel to show bookings are made using the most economical option. Quotes should be submitted by screenshot included in the email seeking pre-authorisation (please do not provide hyperlinks as costs can change as the webpage they link to is refreshed).
29. Members should allow 5 clear working days for turnaround of the expense pre-authorisation not including the day of submission. If for any reason travel bookings have to be cancelled or changed, approval should be sought from the relevant DBT/ OPSS manager before doing so and before any rebooking.
30. If Members plan to spend personal time at the beginning or end of a business trip, they must inform the relevant DBT/OPSS manager. Additional costs must be covered if earlier or later return flights are more expensive than flights that would have been taken purely for the purposes of the business trip. Screenshots of the flights should be provided to evidence that the alternative flights/transport are not more expensive.

31. The following limits on the class of travel permitted are as follows.

<b>Flying Time (per flight)</b>	<b>Class of Travel</b>
Up to 5 hours	All journeys at public expense: Economy
Over 5 hours	All journeys at public expense: Economy (but see * below)
Over 10 hours	All journeys at public expense: Business (subject to prior agreement with DBT/OPSS manager)

\* Subject to the authority of the DBT/OPSS Director for the relevant business area, the next higher class (but not first class) may be used:

- where strict application of the class-of-travel rules would not be cost effective;
- for short duty visits out and back in a working day – not applicable where there has been an overnight stay;
- when bookings are not available in the lower class and the timing or date of the journey cannot be changed;
- if the contractor will be required to work immediately on arrival;
- on disability/medical grounds recognised by DBT/OPSS HR.

32. All flights must be booked at set dates, no open return tickets may be booked. Air travel should not normally be used within the UK, although there is an exception for travel to/from Scotland and Northern Ireland. Air travel in the UK must be by economy class.

33. Please have consideration to the Carbon Footprint of flights and the Department's requirements to meet Greener Government commitments. Domestic flights should only be taken when they are more economical than rail.

### **Reasonable adjustments for members with disabilities**

34. Changes to the provisions within this guidance may be authorised as a reasonable adjustment for members with disabilities (where applicable). For example, first class rail travel may be authorised as adjustment to staff with a mobility related disability where suitable seats are not available in standard class. Reasonable adjustments should be discussed and authorised through DBT/OPSS manager.

### **Accommodation**

35. Whenever it is necessary to stay away overnight on business, reasonable hotel accommodation costs can be claimed with a valid receipt up to £85 (including VAT) in the UK and £135 (including VAT) in London.

36. For overseas hotel accommodation, Member should choose a hotel that provides best value for money, taking into account distance from the venue where Member will be working. (Always check with DBT/OPSS Manager if unsure)

37. In room movies, mini-bars or gym fees may not be claimed. The use of expensive hotel room telephones should be avoided.

38. If staying at a conference venue, a hotel recommended by the conference organisers or for convenience, it is the Member's responsibility to ensure that there is pre-approval for any excess over the threshold costs. This must be approved in advance of booking and pre-authorisation received from the relevant DBT/OPSS manager.

39. All travel and hotel bookings must be signed off by the appropriate DBT/OPSS managers and/or senior management prior to booking any travel abroad or within the UK. Email approval is sufficient.

### **Subsistence Rates**

40. There is no daily allowance for meals or subsistence.

41. For UK travel meal expenses will be reimbursed on an actual receipted basis, not to exceed £35 per day (24hr period).

As a general rule, the following limits against receipts should be applied:

- £7 for breakfast (if not included in the room rate). There is no limit for breakfast if included in room rate provided it does not exceed the hotel rate.
- £8 for lunch if you are travelling on business away from your permanent workplace and for more than 8 hours during normal working hours.
- £20 for an evening meal.

42. For international travel meal expenses will be reimbursed on an actual basis, not exceeding the limits set out in FCO Worldwide Subsistence Rates. DBT/OPSS Manager will provide the Member with the specific country's meal allowance expense limits.

43. Receipts/proof of purchase to support claims must be provided.

44. Alcohol cannot be claimed as part of personal expenses.

### **Insurance**

45. Contractors must arrange and pay for their own travel insurance. If travelling to a high-risk country or region, contractors should notify the relevant DBT/OPSS manager. Travel insurance cannot be reclaimed as an expense item.

### **Non-reimbursable Expenses**

46. Expenses may not be reimbursed unless they are specified in this document. Expenses which fall outside the areas above will not be reimbursed.

47. Non-reimbursable expenses include but are not limited to any claim for:

- A daily allowance – please claim for meals on a receipt basis (capped at £35 in the UK and as per the Worldwide Subsistence Rate Guide)

- Business expenses that relate to fees, taxes, insurances etc. incurred as part of the contractor's own operating costs of being a limited company
- Office supplies, e.g. stationary or postage.
- Office hardware, e.g. chair or printer.
- Home broadband or a proportion of it.
- Travel Insurance.
- Alcoholic drinks purchased as part of a subsistence claim.
- Fines relating to private or hire vehicle use (parking, speeding or otherwise).
- Early start meals without an overnight accommodation stay.
- Late finish meals without an overnight accommodation stay.
- Entertaining Civil Servants or other public sector representatives whether based in the UK or abroad.
- Expenses on behalf of any DBT/OPSS Staff or other contractors/ Members.
- Where relevant, claims for a Member travel expenses between their home and their designated place of work within their contract (DPOW). (If a journey is in whole or in part substantially the same as the commute to the DPOW expenses may only be claimed for costs over and above the normal commuting cost).

### **Submitting Claims**

48. Members to provide an invoice of expenses incurred using the published and/or pre-authorised rate and send to DBT/OPSS Manager.

**Claim forms must be submitted within 90 days (3 months) of the relevant meeting otherwise the claim may not be processed by Finance.**

49. Receipts (or a copy of the relevant statement with highlighted transactions if the total bill includes personal expenditure) **must** be attached to the appropriate claim form before it is sent to the DBT/OPSS Manager. **Claims without associated receipts will not be paid.** However, individual claims of under £10 for expenses on items such as Oyster Cards, where receipts cannot be obtained, will be reimbursed without a receipt, will need to provide details why a receipt was not available.

### **Payment of claims**

50. Claims On receipt of a valid expense invoice, claims will be processed and paid to your bank account via BACS.

## **ANNEX D - Further information on Advisory Committees**

Advisory Committees (ACs) provide independent expert advice to inform OPSS risk assessment work and provides advice on other related Engineering issues.

OPSS is seeking to expand its access to external expert advice to inform and support the work of the ACs, as well as to inform other OPSS Engineering work.

**ANNEX E – Sample letter of engagement for providing professional engineering services, as an individual or personal service company**

**Name:**  
**Address:**

Date:

By email: [\(enter supplier email address\)](#)

Dear [Name](#),

Thank you for agreeing to provide services to the Office for Product Safety and Standards (OPSS).

This letter is to set out the agreement between **OPSS (the client)** and [enter supplier name \(the Supplier\)](#), which comprises of this letter of Agreement which provides a general outline of services, including agreed pricing schedule and administration instructions.

Name:				
Description of Role:	(e.g. Appraiser/Peer Reviewer/Programme Advisor)			
Rate:	Gross Day Rate		Gross Half Day Rate	
	£		£	
Duration: (specify the number of days and the timescale for it to be carried out)	No of Days/Weeks/Months	Timescale for Completion	From	To
Scope of Work: (Provide exact details of requirement)				

**Employment Status Assessment**

OPSS is required to carry out the HMRC Employment Status Assessment for any work that is carried out for the OPSS by individuals who engage their services as a personal service contract / limited company basis. This will inform OPSS if deductions of Tax and National Insurance are required to be taken off from the gross daily/hourly rate and the method of payment. The Hiring Manager in the OPSS is responsible for carrying out the assessment and conveying the decision to the individual or their intermediary.

The following summarises the assessment based on the work you will be undertaking:

Name of Client Representative (include contact details)	Date Assessment carried out	Assessment outcome
		<p>You are deemed to be <i>out of scope</i> therefore will receive gross payment.</p> <p>Or</p> <p>You are deemed to be <i>in scope</i>, therefore tax and national insurance will be deducted from your gross payment.</p>

**Identity and Security Check**

As part of this offer, we may be required to carry out an identity and right to work check. If you have already obtained Baseline Personnel Security Standard (BPSS) level clearance then please can you send confirmation of this, otherwise the checks can be completed on production of valid identification documents, as outlined in Annex 1. Should you be required to access our electronic systems & work from within our offices, then the full BPSS check will need to be considered. The Client Representative will inform you if these checks are required. You are hereby requested to indicate your acceptance of this Agreement by signing a copy of this letter of agreement and returning it by email to the [Client's Representative email address](#). A signed copy will then be returned to you.

This letter of Agreement must be signed unaltered in any way; any amendment to the letter of agreement without prior written approval of OPSS will render the document void.

By agreeing to provide the services requested, you must make yourself available to attend all meetings, whether by teleconference or in person when requested by OPSS.

If you need to discuss this agreement, please contact the Client's Representative.



Yours sincerely

*Name of OPSS Project officer*

**Job Title**

**Add in email address**

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_  
(for and on behalf of OPSS) (Supplier)

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Position: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**GENERAL OUTLINE OF SERVICES**

**STATUS OF THE SUPPLIER**

During the Term the Supplier shall be an independent contractor and not the servant of OPSS.

For an Employment Status Assessment that is out of scope, the Supplier shall bear exclusive responsibility for the payment of his or her national insurance contributions as a self-employed person and for discharge of any income tax and VAT liability arising out of remuneration for his or her work performed by him or her under this Agreement.

If the Employment Status Assessment is deemed in scope, OPSS will make the appropriate deduction of tax and national insurance from the gross pay of Suppliers who are directly engaged. For Suppliers engaged via an intermediary, OPSS shall make the Gross payment to the intermediary and notify the intermediary of the assessment outcome and seek assurance that the appropriate deduction is being made.

**TERM AND TERMINATION**

This Agreement shall take effect from the agreed start date and shall, subject to the provisions which follow, terminate when all requirements are satisfied.

The Agreement shall be subject to termination for convenience by either party subject to one month’s prior notice in writing, unless the individual is no longer available without just cause, in which case it will terminate with immediate effect.

**CONSEQUENCES OF TERMINATION AND EXPIRY**

In the event of termination for convenience by OPSS, OPSS shall reimburse the Supplier for any costs incurred prior to termination, provided that, in the reasonable opinion of OPSS, these costs were wholly, reasonably and properly incurred by the Supplier in connection with the Agreement. OPSS shall not be liable to reimburse

the Supplier for any loss of profit suffered as a result of the termination.

Termination or expiry of this Agreement shall not prejudice or affect any right of action or remedy that shall have accrued or shall thereafter accrue to either party.

In the event of termination of the Agreement, and upon its expiry:

- a) the Supplier shall return to OPSS all OPSSs property (including OPSSs data) and other items belonging to OPSS in the Supplier's possession or under the Supplier's control.
- b) subject to the payment by OPSS of the agreed rates for each day or half day of work completed by the Supplier to the reasonable satisfaction of OPSS, the Supplier shall provide OPSS with all work undertaken to date in its original form and whether completed or not and,
- c) the Supplier shall render reasonable assistance to OPSS (and any third parties appointed by OPSS) if requested, to the extent necessary to affect an orderly cessation of the Services.

### **CONFIDENTIALITY**

The information provided to the Supplier by OPSS under or in connection with this Agreement is provided in strict confidence and must not be disclosed to others. The Supplier undertakes to treat any such information as confidential and to take all reasonable steps to avoid or prevent its disclosure to others. OPSS will keep your identity as the reviewer confidential except insofar as we are required to disclose this by law, or you otherwise agree to your identity being disclosed.

The Supplier may use information provided by OPSS for the sole purpose of completing the work under this agreement. The Supplier may not use the information for any other purpose. All work, including copies, reductions to writing, notes and records, created under this agreement remains the property of OPSS.

### **DATA PROTECTION**

The parties acknowledge that in order to fulfil their respective obligations under this Agreement, they may be required to process information that qualifies as "Personal Data" for the purposes of Article 4(1) of the UK General Data Protection Regulation ("UK GDPR"). To the extent this is the case, the parties agree they are separately responsible for ensuring their own compliance with the Data Protection Act 2018, the UK GDPR, and the Privacy and Electronic Communications Regulations 2003 (together, "**Data Protection Legislation**").

Without prejudice to the generality of this section, each party shall be responsible for ensuring it has a lawful basis for disclosing information under or in connection with this Agreement, whether in response to a request for information under the Freedom of Information Act 2000, the UK GDPR, or otherwise.

### **OFFICIAL SECRETS ACTS**

As a government contractor, I will be bound by the provisions of the Official Secrets Acts 1911 to 1989. I am aware that under those provisions it is a criminal offence to disclose certain documents, information or articles that are or have been in my possession by virtue of my position as a government contractor. I am aware that serious consequences may follow from any breach of those provisions.

I also acknowledge that the provisions of the Official Secrets Acts continue to apply at all times in the future, even when the services to be performed under or in connection with this Agreement are completed or come to an end and I am no longer engaged as a government contractor.

## **PUBLICITY**

The Supplier shall not make any public statement relating to the existence or performance of the Agreement without the prior written approval of OPSS, which shall not be unreasonably withheld.

## **CONFLICTS OF INTEREST**

In signing this agreement, the Supplier confirms that there is no Conflict of Interest in completing this work. Any potential or real conflicts of interest must be notified by the Supplier to the Client's Representative as soon as possible.

## **LAW AND JURISDICTION**

This Agreement shall be governed by and interpreted in accordance with English and Welsh Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

## **OUTLINE PRICING SCHEDULE**

The rate of payment has a default rate of £400 per whole day, subject to negotiation. The number of days work will be agreed and notified to you in writing in advance of the work commencing. Reasonable receipted costs incurred to attend meetings must be agreed in advance with the Hiring Manager. Only standard class travel will be reimbursed, and only on production of a valid ticket. VAT is not payable on travel costs.

## **ADMINISTRATION INSTRUCTIONS**

On receipt of the signed contract, the Client's Representative will provide you with a purchase order number if applicable, which should be used in all correspondence and is necessary to obtain payment which will be on receipt of an invoice.

All invoices must be sent electronically to OPSS addressed to [ap@uksbs.co.uk](mailto:ap@uksbs.co.uk)

## **ANNEX 1 (Part of Annex E)**

OPSS may require you to provide confirmation of your right to work in the UK and confirmation of your security clearance. In the event this information is required then the Client Representative will inform you, and you should provide the following:

OPSS will require a current signed full passport, National ID Card and/or other documentation relating to immigration status and permission to work **and one of the following**:

- Recent original utility bill or certificate from a utility company confirming the arrangement to pay for the services at a fixed address on prepayment terms.
- Bank, building society or credit union statement or passbook containing current address
- Current firearms certificate.
- Birth certificate.

- Adoption certificate.
- Marriage certificate.
- Divorce or annulment papers.
- Gender recognition certificate.
- Police registration document.
- Armed Forces identity card.
- Proof of residence from a financial institution.
- Current full driving licence
- Court order.

### **Documents which may be used to verify Nationality and Immigration Status**

We would prefer originals of any of the following items:

- Current signed full passport
- National ID Card that shows you are a citizen of this country
- A work permit or other approval or other travel document, endorsed to show that you have current leave to enter, or remain in this country and are permitted to take the employment in question.

## ANNEX F - Declaration of Interests Form

Under the guidance on Declaration of Interests, I wish to declare to the Office for Product Safety and Standards, that my only relevant interests are as follows:

### Personal Interests

<b>1</b>	<b>Direct employment</b>	
<b>2</b>	<b>Consultancies and other fee-paid work</b>	
<b>3</b>	<b>Shareholdings</b>	
<b>4</b>	<b>Clubs and other organisations</b>	
<b>5</b>	<b>Other personal interests</b>	

### Non-Personal Interests

<b>6</b>	<b>Fellowships</b>	
<b>7</b>	<b>Indirect support</b>	
<b>8</b>	<b>Trusteeships</b>	
<b>9</b>	<b>Land and property</b>	
<b>10</b>	<b>Other public appointments</b>	
<b>11</b>	<b>Other non-personal interests</b>	

**Signed:**

**Date:**

## **ANNEX G – Privacy Notice**

### **The Office for Product Safety and Standards (OPSS) Register of Specialists for Engineering.**

#### **The purpose of this document**

The Office for Products Safety and Standards (**OPSS**), part of the Department for Business and Trade (**DBT**), is committed to protecting the privacy and security of your Personal Data. “Personal Data” is defined under the UK General Data Protection Regulation (“**UK GDPR**”) as information relating to an identified or identifiable natural person.

This privacy notice describes how we collect and use your Personal Data in relation to our Register of Specialists for Engineering (“**Register**”), and how we comply with the Data Protection Act 2018, the UK GDPR and the Privacy and Electronic Communications Regulations 2003 (together, “**Data Protection Legislation**”).

As well as complying with Data Protection Legislation, we handle Personal Data in line with the Government Security handling for Official data. Please also note that we may retain non-personal data (e.g. company registration number) in line with the Public Records Act 1958.

It is important that you read this privacy notice, so that you are aware of how and why we are using your Personal Data, and what your rights are.

#### **The type of Personal Data we collect**

- Name
- Email address
- Telephone number
- Address
- Age (optional)
- Other personal identifiers (e.g. Employee Data, Memberships, Appointments, Specialists’ areas of interests)
- Conflicts of Interest
- Special Category Personal Data (set out in Monitoring Questionnaire)
- Right to work
- Information about how you became aware of the opportunity to join the Register

#### **Why we need your Personal Data**

The OPSS is the national regulator of all consumer products, with the exception of vehicles, medicines and food. Some of the OPSS’ key responsibilities are to improve the safety and integrity of consumer products, carry out market surveillance, protect product safety at our borders and develop policy. In order to do so, the OPSS has an ongoing need to maintain a strong body of experts which it can call upon to provide it with advice. It is for this reason the OPSS has established the Register, an internal database from which it can select experts to provide it with advice as needed.

Experts' work will contribute directly to ensure the safety of a variety of Gas Appliances and Gas Appliance related products, benefitting UK consumers and the effective, evidence-based regulation of these products. This work may include witness statements, peer reviews, appraisals of research and incident questions, proposals, and outputs and other short pieces of research across our remit and in relation to consumers.

We collect and use your Personal Data in order to:

- assess your suitability to be included on the Register;
- verify your identification and your right to carry out work for us;
- maintain the Register, so that we are able to readily call on you for advice as needed;
- correspond and enter into contracts with you for the completion of specific pieces of work;
- to monitor and promote diversity across our workforce, and equality of opportunity; and
- to understand reaching the right audience of RoS opportunities

### **Our legal bases for processing your Personal Data**

In order for our processing of your Personal Data to be lawful, we are required to satisfy one of the lawful bases prescribed by Article 6 of the UK GDPR. Our primary lawful basis for collecting and processing your Personal Data in relation to your application is Article 6(1)(b), that processing is necessary for the performance of a contract to which you are subject, or in order to take steps at your request prior to entering into a contract. The contract or contracts which legitimise our reliance on this lawful basis are those we enter into with you when we engage you to complete work for us.

As part of your application, we also invite you respond to an optional question about how you became aware of the opportunity to join our Register i.e. through the OPSS website, LinkedIn or another form of media. This is to assist us with assessing the effectiveness of our advertising and marketing techniques. The lawful basis we rely on for collecting responses to this question is Article 6(1)(f), that processing is necessary for the purposes of our legitimate interests.

If you choose to complete our Monitoring Questionnaire, we will also collect information from you which qualifies as Special Category Personal Data for the purposes of Article 9(1) of the UK GDPR. Due to the sensitivity of such information, it is subject to additional protections. As well as satisfying an Article 6 lawful basis for processing Special Category Personal Data, we are also required to satisfy one of the conditions prescribed by Article 9(2) of the UK GDPR.

The lawful basis we rely on for collecting Special Category Personal Data from you is Article 6(1)(e), that processing is necessary for the performance of a task carried out in the public interest. The Article 9(2) condition we are reliant on is Article 9(2)(g), that processing is necessary for reasons of substantial public interest, on the basis of

domestic law. The domestic law which legitimises our reliance on Article 9(2)(g) is paragraph 8 of Schedule 1 of the Data Protection Act 2018. Paragraph 8 provides that processing will be lawful if it is necessary for the purposes of identifying, or keeping under review the existence or absence of equality of opportunity or treatment, with a view to enabling equality to be promoted or maintained.

### **Who we share your Personal Data with**

The Personal Data collected will be shared with the following organisations for the purpose detailed above:

- Office for Product Safety and Standards (OPSS)
- Department for Business and Trade (Home Department which OPSS is part of)
- The Ministry of Housing, Communities & Local Government (for Construction Products purposes only to cover potential conflicts of interests linking to the Grenfell Tower Inquiry)
- In addition, your information may be passed to OPSS Advisory Committees to identify gaps in the areas of expertise.
- We use or work with contractors and other third-party service providers, such as IT service providers, who will process your Personal Data on our behalf. These third parties are our data processors and can only process your Personal Data on our instruction or with our agreement for a specified purpose to enable us to maintain, improve and provide our services in order to fulfil our public task.
- As your Personal Data will be stored on our IT infrastructure it will also be shared with our data processors Microsoft and Amazon Web Services

In addition, an aggregated analysis of data collected may be shared with the Information Commissioner's Office (ICO) the Government Internal Audit Agency (GIAA), and the National Audit Office (NAO) for audit purposes.

We will also share your data if we are required to do so by law or regulation – for example, by court order, or to prevent fraud or other crime.

### **We will not:**

- sell or rent your Personal Data to third parties
- process your Personal Data for marketing purposes
- share your Personal Data with third parties not detailed in this notice unless legally obliged to do so.

### **How long we keep your Personal Data**

We will only retain your Personal Data for as long as it is required to fulfil the purpose for which we collected it. With respect to the processing outlined in this privacy notice, this means we will keep your data for:

- in the case of successful applicants, we will retain your Personal Data for the duration that you are included on the Register, and for 12 months after your membership ends; and



- in the case of unsuccessful applicants, we will retain your Personal Data for 6 months following the date on which a decision was made to decline your application.

### **How we protect your Personal Data and keep it secure**

We are committed to doing all that we can to keep your Personal Data secure. We have set up systems and processes to prevent unauthorised access or disclosure of your data - for example, we protect your data using password protection, limiting staff access to specifically 'security cleared' individuals. We also ensure any third parties we deal with keep all personal data they process on our behalf secure and in line with Data Protection legislation.

### **Your data subject rights**

With respect to the processing outlined in this privacy notice, the following data subject rights are available to you:

- You have the right to request information about how your Personal Data is processed.
- You have the right to request a copy of your Personal Data, and for this to be provided in an accessible, concise and intelligible format.
- You have the right to request that any inaccuracies in your Personal Data are rectified without delay.
- You have the right to request that any incomplete Personal Data is completed, including by means of a supplementary statement.
- You have the right to request that your Personal Data is erased if there is no longer a justification for it to be processed.
- You have the right in certain circumstances (for example, where accuracy is contested) to request that the processing of your Personal Data is restricted.
- You have the right to object to the processing of your Personal Data.
- You have the right to request a copy of any Personal Data you have provided to us, and for this to be provided in a structured, commonly used, and machine-readable format.

To exercise any of these rights, you can contact us using the details below.

## **Contacting us**

If you have any questions about this privacy notice or how we handle your data, or to exercise your data subject rights, you can also write to us at:

[Data.protection@businessandtrade.gov.uk](mailto:Data.protection@businessandtrade.gov.uk)

## **Contacting the Information Commissioner's Office**

You can also make a complaint to the Information Commissioner, who is an independent regulator.

[casework@ico.org.uk](mailto:casework@ico.org.uk)

Telephone: 0303 123 1113

Textphone: 01625 545860

Monday to Friday, 9am to 4:30pm

Information Commissioner's Office

Wycliffe House

Water Lane, Wilmslow

Cheshire SK9 5AF

## **Changes to this privacy notice**

We reserve the right to update this privacy notice at any time and we will provide you with a new privacy notice if we make any substantial updates.

DBT is registered as a Data Controller under the UK GDPR and Data Protection Act 2018.