

[REDACTED]

recovered by the Contractor or any Contractor Related Party acting in accordance with Good Industry Practice, without incurring material, additional expenditure; and

- 19.3.4.2. the Contractor uses reasonable endeavours to perform its obligations under this Contract.

#### Late Provision of Notice or Information

- 19.4. If the information required by Clause 19.2 is provided after the dates referred to in that Clause, then the Contractor shall not be entitled to any relief during the period for which the information is delayed.

#### Failure to Agree

- 19.5. If the Parties cannot agree the extent of relief required, or the Authority disagrees that a Relief Event has occurred or that the Contractor is entitled to relief from its obligations under this Contract, the Parties shall resolve the matter in accordance with DEFCON 530 (Dispute Resolution).

### **20. Measures in a Crisis (MIAC)**

- 20.1. If, at any time, the Authority believes, in its sole opinion, that there exist any of the circumstances identified in Clause 20.2, the Authority's Authorised Representative may issue a written notice to the Contractor of such belief.

- 20.2. The circumstances referred to in Clause 20.1 are where, of view of:

- 20.2.1. the national interest, the requirements of national security or the occurrence of a state of transition to war, war or other emergency (whether or not involving hostilities); and/or
- 20.2.2. a request to the Authority by a local authority, public body, or statutory corporation for assistance in relation to the occurrence or possible occurrence of a major accident, crisis or natural disaster; and/or
- 20.2.3. a request by NATO, the United Nations, the European Union or any other country for support and assistance in relation to international obligations,

it is necessary, appropriate or desirable for the Authority to take all or any of the measures described in this Condition 20.

- 20.3. Measure in a Crisis shall cease to apply when the Authority's Authorised Representative issues a written notice to that effect to the Contractor and thereafter the Contractor shall continue to be bound by the provisions of the Contract.
- 20.4. If the Authority's Authorised Representative has issued the notice contemplated in Clause 20.1, the Authority's Authorised Representative may require the Contractor, within such period as the Authority's Authorised Representative in its sole discretion specifies (but provided that such period is reasonable taking into account all relevant circumstances), to provide such information in the possession, knowledge or control of the Contractor as the Authority's Authorised Representative may, in its sole discretion, require including information relating to all or any of the following matters:



- [REDACTED]
- 20.4.1. services currently being carried out by the Contractor; and/or
  - 20.4.2. services to be carried out by the Contractor due to commence within a period specified by the Authority; and/or
  - 20.4.3. the Contractor's current deployment of its employees whether inside or outside the Authority's sites; and/or
  - 20.4.4. all supporting equipment and documentation currently held by the Contractor and the location of such equipment or documentation.

and the Contractor shall promptly and diligently comply fully with the requirement to provide such information.

20.5. Upon providing the Authority's Authorised Representative with the information requested pursuant to Clause 20.4, or upon expiry of the period specified by the Authority for the supply of such information, the Contractor shall, upon being so requested by the Authority's Authorised Representative, discuss in good faith with the Authority's Authorised Representative any matters which the Authority, in its sole opinion, may consider relevant or appropriate to any proposals the Authority may have for the reallocation of priorities for, or for the reorganisation of, Services carried out, or to be carried out, by the Contractor. These shall be in order to deal with the circumstances which gave rise to the issuing of a notice pursuant to Clause 20.1, including the following matters:

- 20.5.1. the revision (including early completion, suspension or cancellation) of any Service for the Authority; and
- 20.5.2. the immediate implementation of new services,

and the Parties shall endeavour, as far as reasonably possible, to reach agreement as a matter of urgency on such matters.

20.6. Notwithstanding any provision to the contrary in this Contract, and notwithstanding that any of the measures described in Clause 20.5 may not have been taken, required to be taken, or have been completed, the Authority may, at any time and in its sole discretion step-in or procure the stepping into this Contract, pursuant to Condition 18 (Step-In) and/or the Authority's Authorised Representative may instruct the Contractor:

- 20.6.1. to accelerate to early completion, to suspend, or to cease permanently, any part of the Services carried out by the Contractor for third parties, to remove (permanently or temporarily) the property of third parties from any Authority Site and to procure that such action is carried out on terms with such parties which result in the least possible Losses to the Contractor;
- 20.6.2. to accelerate to early completion or to suspend the Service provision;
- 20.6.3. to carry out any changes whatsoever to this Contract required by the Authority without reference to DEFCON 503 (Formal Amendments to Contract);

and the Contractor shall promptly and diligently comply with any instruction issued by the Authority's Authorised Representative referred to in this Clause 20.6.

20.7. If the Authority's Authorised Representative has instructed the Contractor in accordance with Clause 20.6, then:

- 20.7.1. for so long and to the extent that the provisions of Clause 20.5 or any instruction issued by the Authority's Authorised Representative pursuant to Clause 20.6 (MIAC Required Action) prevents the Contractor from providing all or any part of the



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Services, the Contractor shall be relieved from its obligations to provide such part of the Services; and

- 20.7.2. in respect of the period in which the Authority is taking the MIAC Required Action and provided that the Contractor complies with its obligations under Clauses 20.5 and 20.6, then in respect of the period in which the Authority is taking the MIAC Required Action and provided that the Contractor provides the Authority with reasonable assistance (such assistance to be at the expense of the Authority to the extent incremental costs are incurred), the payment due to the Contractor from the Authority shall equal the amount the Contractor would receive if it were satisfying all its obligations and providing the Services affected by the MIAC Required Action in full over that period.

## **21. Force Majeure Events and Force Majeure Termination**

- 21.1. On the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party within 24 (twenty-four) hours. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party.
- 21.2. The Contractor shall, within 10 (ten) Business Days following such notification provide the Authority, in writing, with details of any action proposed to mitigate the effect of the Force Majeure Event.
- 21.3. As soon as practicable following notification under Clause 21.1, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of this Contract.
- 21.4. The Parties shall at all times following the occurrence of a Force Majeure Event use all reasonable endeavours to prevent and mitigate the effects of any delay and the Contractor shall at all times during which a Force Majeure Event is subsisting take all reasonable steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 21.5. Neither Party shall be entitled to bring a claim for a breach of obligations under this Contract by the other Party or incur any liability to the other Party for any Losses or damages incurred by that other Party to the extent that a Force Majeure Event occurs, and the Affected Party is prevented from carrying out obligations by that Force Majeure Event. Without prejudice to Clause 21.6, the Authority shall not be entitled to terminate this Contract under Clause 21.2 if the circumstances arise from a Force Majeure Event.
- 21.6. Nothing in this Condition 21 shall affect the Authority's entitlement to make Service Credit retentions in the period during which the Force Majeure Event is subsisting.
- 21.7. If the Affected Party is the Contractor, the Contractor shall only be entitled to receive payment for the Services that continue to be performed in accordance with the terms of this Contract.
- 21.8. The Affected Party shall notify the other Party as soon as reasonably practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract. Following such notification, this Contract shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.
- 21.9. Relief from liability for the Affected Party under this Condition 21 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and shall not be dependent on the serving of notice under Clause 21.8.