



Ministry
of Defence

DOEA/076A
DEFENCE FUELS GLOBAL RE-SUPPLY CAPABILITY
(DFGRC)
LARGE SHIP



Code word for this Charter Party

"SHELLTIME 4"

August 17 Update (incorporating ST4 Version 1.2 plus additional clauses)

Time Charter Party

LONDON

20XX

IT IS THIS DAY AGREED between **REDACTED**
of **REDACTED** (hereinafter referred to as "Owners"), being owners
of the good motor/steam* vessel called **REDACTED**
(hereinafter referred to as "the vessel") described as per [Clause 1](#) hereof and the **Secretary of State for Defence**
of the **United Kingdom** (hereinafter referred to as "Charterers"):

Description	1.	At the date of delivery of the vessel under this charter and throughout the charter period:	6
And	(a)	she shall be classed by a Classification Society which is a member of the International	7
Condition of		Association of Classification Societies;	8
Vessel	(b)	she shall be in every way fit to carry crude petroleum and/or its products specified in the Statement of Requirements ;	9
	(c)	she shall be tight, staunch, strong, in good order and condition, and in every way fit for the	10
		service, with her machinery, boilers, hull and other equipment (including but not limited to hull	11
		stress calculator, radar, computers and computer systems) in a good and efficient state;	12
	(d)	her tanks, valves and pipelines shall be oil-tight;	13
	(e)	she shall be in every way fitted for burning, in accordance with the grades specified in Clause	14
		29 hereof:	15
	(i)	at sea, fuel oil for main propulsion and fuel oil/marine diesel oil* for auxiliaries;	16
	(ii)	in port, fuel oil/marine diesel oil* for auxiliaries;	17
	(f)	she shall comply with the regulations in force so as to enable her to pass through the Suez and	18
		Panama Canals by day and night without delay;	19
	(g)	she shall have on board all certificates, documents and equipment required from time to time by	20
		any applicable law to enable her to perform the charter service without delay;	21
	(h)	she shall comply with the description in the OCIMF Harmonised Vessel Particulars Questionnaire appended	22
		hereto as Appendix A, provided however that if there is any conflict between the provisions of	23
		this questionnaire and any other provision, including this Clause 1 , of this charter such other	24
		provisions shall govern;	25
	(i)	her ownership structure, flag, registry, classification society and management company shall	26
		not be changed; See also Rider Condition 8 Nationality.	27
Safety	(j)	Owners will operate:	28
Management	(i)	a safety management system certified to comply with the International Safety	29
		Management Code ("ISM Code") for the Safe Operation of Ships and for	30
		Pollution Prevention;	31
	(ii)	a documented safe working procedures system (including procedures for the	32
		identification and mitigation of risks);	33
	(iii)	a documented environmental management system;	34
	(iv)	documented accident/incident reporting system compliant with flag state	35
		requirements;	36
	(k)	Owners shall submit to Charterers a monthly written report detailing all accidents/incidents and	37
		environmental reporting requirements, in accordance with the "Shell Safety and Environmental	38
		Monthly Reporting Template" appended hereto as Appendix B;	39
	(l)	Owners shall maintain Health Safety Environmental ("HSE") records sufficient to demonstrate	40
		compliance with the requirements of their HSE system and of this charter. Charterers reserve	41
		the right to confirm compliance with HSE requirements by audit of Owners.	42
	(m)	Owners will arrange at their expense for a 3 rd party SIRE inspection to be carried out 4 months +/- 15 days	43
		after Charterer's SIRE inspection.	44
Shipboard	2.	At the date of delivery of the vessel under this charter and throughout the charter period:	45
Personnel	(a)		46
And their	(i)	she shall have a full and efficient complement of master, officers and crew for a	47
Duties		vessel of her tonnage, who shall in any event be not less than the number required	48
		by the laws of the flag state and who shall be trained to operate the vessel and her	49
		equipment competently and safely;	50
	(ii)	all shipboard personnel shall hold valid certificates of competence in accordance	

* Delete as appropriate.

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		with the requirements of the law of the flag state;	51
	(iii)	all shipboard personnel shall be trained in accordance with the relevant provisions of the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1995 or any additions, modifications or subsequent versions thereof;	52 53 54 55
	(iv)	there shall be on board sufficient personnel with a good working knowledge of the English language to enable cargo operations at loading and discharging places to be carried out efficiently and safely and to enable communications between the vessel and those loading the vessel or accepting discharge there from to be carried out quickly and efficiently;	56 57 58 59 60
	(v)	the terms of employment of the vessel's staff and crew will always remain acceptable to The International Transport Worker's Federation and the vessel will at all times carry a Blue Card;	61 62 63
	(vi)	the nationality of the vessel's officers shall be in accordance with Rider Condition 8 Nationality given in the OCIMF Vessel Particulars	64
		Questionnaire referred to in Clause 1(h) will not change without Charterers' prior agreement.	65 66
	(b)	Owners guarantee that throughout the charter service the master shall with the vessel's officers and crew, unless otherwise ordered by Charterers;	67 68
	(i)	prosecute all voyages with the utmost despatch;	69
	(ii)	render all customary assistance; and	70
	(iii)	load and discharge cargo as rapidly as possible when required by Charterers or their agents to do so, by night or by day, but always in accordance with the laws of the place of loading or discharging (as the case may be) and in each case in accordance with any applicable laws of the flag state.	71 72 73 74
Duty to Maintain	3. (a)	Throughout the charter service Owners shall, whenever the passage of time, wear and tear or any event (whether or not coming within Clause 27 hereof) requires steps to be taken to maintain or restore the conditions stipulated in Clauses 1 and 2(a) , exercise due diligence so to maintain or restore the vessel.	75 76 77 78
	(b)	If at any time whilst the vessel is on hire under this charter the vessel fails to comply with the requirements of Clauses 1 , 2(a) or 10 then hire shall be reduced to the extent necessary to indemnify Charterers for such failure. If and to the extent that such failure affects the time taken by the vessel to perform any services under this charter, hire shall be reduced by an amount equal to the value, calculated at the rate of hire, of the time so lost. Any reduction of hire under this sub-Clause (b) shall be without prejudice to any other remedy available to Charterers, but where such reduction of hire is in respect of time lost, such time shall be excluded from any calculation under Clause 24 .	79 80 81 82 83 84 85 86
	(c)	If Owners are in breach of their obligations under Clause 3(a) , Charterers may so notify Owners in writing and if, after the expiry of 30 days following the receipt by Owners of any such notice, Owners have failed to demonstrate to Charterers' reasonable satisfaction the exercise of due diligence as required in Clause 3(a) , the vessel shall be off-hire, and no further hire payments shall be due, until Owners have so demonstrated that they are exercising such due diligence.	87 88 89 90 91
	(d)	Owners shall advise Charterers immediately, in writing, should there be a finding or failure of an inspection or review by, but not limited to, SIRE, a governmental and/or port state authority, and/or terminal and/or major charterer of similar tonnage or of this vessel. Owners shall simultaneously advise Charterers of their proposed course of action to remedy the defects which have caused the failure or findings of such inspection or review.	92 93 94 95
	(e)	If, in Charterers reasonably held view:	96
	(i)	failure of an inspection,;	97
	(ii)	any finding of an inspection; or	98
	(iii)	review	99
		Referred to in Clause 3 (d), hinders normal commercial operations or results in any trade or sub-charter of the vessel being cancelled then Charterers have the option to place the vessel off-hire from the date and time that the vessel fails such inspection or review, or becomes commercially hindered or any trade or sub-charter is cancelled until the date and time that the vessel passes a re-inspection or re-review by the same organisation, or becomes commercially unhindered which shall be in a position no less favourable to Charterers than at which she went off-hire.	100 101 102 103 104
	(f)	Furthermore, at any time while the vessel is off-hire under this Clause 3 (with the exception of Clause 3(e)(ii)), Charterers have the option to terminate this charter by giving notice in writing with effect from the date on which such notice of termination is received by Owners or from any	105 106 107

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		later date stated in such notice. This sub-Clause (f) is without prejudice to any rights of Charterers or obligations of Owners under this charter or otherwise (including without limitation Charterers' rights under Clause 21 hereof).	108
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Period,	4. (a)	Owners agree to let and Charterers agree to hire the vessel for a period set out in Rider Condition 5	111
Trading		plus or minus _____ days in Charterers' option, commencing from the time and date of delivery	112
Limits and		of the vessel, for the purpose of carrying all lawful merchandise (subject always to Clause 28)	113
Safe Places		including in particular;	114
		As specified in the Statement of Requirements	115
		in any part of the world, as Charterers shall direct, subject to the limits of the current British	116
		Institute Warranties and any subsequent amendments thereof. Notwithstanding the foregoing,	117
		but subject to Clause 35 , Charterers may order the vessel to ice-bound waters or to any part of	118
		the world outside such limits provided that Owner's consent thereto (such consent not to be	119
		unreasonably withheld) and that Charterers pay for any insurance premium required by the	120
		vessel's underwriters as a consequence of such order.	121
	(b)	Any time during which the vessel is off-hire under this charter may be added to the charter	122
		period in Charterers' option up to the total amount of time spent off-hire. In such cases the rate	123
		of hire will be that prevailing at the time the vessel would, but for the provisions of this Clause,	124
		have been redelivered.	125
	(c)	Charterers shall use due diligence to ensure that the vessel is only employed between and at safe	126
		places (which expression when used in this charter shall include ports, berths, wharves, docks,	127
		anchorage, submarine lines, alongside vessels or lighters, and other locations including	128
		locations at sea) where she can safely lie always afloat. Notwithstanding anything contained in	129
		this or any other clause of this charter, Charterers do not warrant the safety of any place to	130
		which they order the vessel and shall be under no liability in respect thereof except for loss or	131
		damage caused by their failure to exercise due diligence as aforesaid. Subject as above, the	132
		vessel shall be loaded and discharged at any places as Charterers may direct, provided that	133
		Charterers shall exercise due diligence to ensure that any ship-to-ship transfer operations shall	134
		conform to standards not less than those set out in the latest published edition of the	135
		ICS/OCIMF Ship-to-Ship Transfer Guide.	136
	(d)	Unless otherwise agreed, the vessel shall be delivered by Owners dropping outward at a pilot station at a	137
		port in the range United Kingdom or Continent Gibraltar-Hamburg range or Mediterranean not East of but	138
		Including Cyprus range	139
		at Owners' option and redelivered to Owners dropping outward pilot at a port in	140
		the United Kingdom,	141
		at Charterers' option.	142
	(e)	The vessel will deliver with last cargo(es) of _____ and will redeliver with last cargo(es) of _____ in accordance with	143
		Rider Condition 9 Vessel Delivery and Redelivery.	
	(f)	Owners are required to give Charterers _____ days prior notice of delivery and Charterers are	144
		required to give Owners _____ days prior notice of redelivery.	145
Laydays/ Cancelling	5.	The vessel shall not be delivered to Charterers before _____ Per Rider Condition 5 Contract Charter Duration,	146
		and Charterers shall have the option of cancelling this charter if the vessel is not ready and at their	147
		Disposal. on or before _____	148
Owners to Provide	6.	Owners undertake to provide and to pay for all provisions, wages (including but not limited to all	149
		overtime payments), and shipping and discharging fees and all other expenses of the master, officers	150
		and crew; also, except as provided in Clauses 4 and 34 hereof, for all insurance on the vessel, for all	151
		deck, cabin and engine-room stores, and for water; for all drydocking, overhaul, maintenance and	152
		repairs to the vessel; and for all fumigation expenses and de-rat certificates. Owners' obligations under	153
		this Clause 6 extend to all liabilities for customs or import duties arising at any time during the	154
		performance of this charter in relation to the personal effects of the master, officers and crew, and in	155
		relation to the stores, provisions and other matters aforesaid which Owners are to provide and pay for	156
		and Owners shall refund to Charterers any sums Charterers or their agents may have paid or been	157
		compelled to pay in respect of any such liability. Any amounts allowable in general average for wages	158
		and provisions and stores shall be credited to Charterers insofar as such amounts are in respect of a	159
		Period when the vessel is on-hire.	160
Charterers to Provide	7. (a)	Charterers shall provide and pay for all fuel (except fuel used for domestic services), towage	161
		and pilotage and shall pay agency fees, port charges, commissions, expenses of loading and	162
		unloading cargoes, canal dues and all charges other than those payable by Owners in	163
		accordance with Clause 6 hereof, provided that all charges for the said items shall be for	164

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		Owners' account when such items are consumed, employed or incurred for Owners' purposes or while the vessel is off-hire (unless such items reasonably relate to any service given or distance made good and taken into account under Clause 21 or 22); and provided further that any fuel used in connection with a general average sacrifice or expenditure shall be paid for by Owners.	165 166 167 168
		See also Rider Condition 10.	
	(b)	In respect of bunkers consumed for Owners' purposes these will be charged on each occasion by Charterers on a "first-in-first-out" basis valued on the prices actually paid by Charterers.	169 170
	(c)	If the trading limits of this charter include ports in the United States of America and/or its protectorates then Charterers shall reimburse Owners for port specific charges relating to additional premiums charged by providers of oil pollution cover, when incurred by the vessel calling at ports in the United States of America and/or its protectorates in accordance with Charterers orders.	171 172 173 174 175
Rate of Hire	8.	Subject as herein provided, Charterers shall pay for the use and hire of the vessel at the rate of United States Dollars _____ as per Rider Condition 11, Pricing in UK Pounds Sterling per day, and pro rata for any part of a day, from the time and date of her delivery (local time) to Charterers until the time and date of redelivery (local time) to Owners.	176 177 178 179
Payment of Hire	9.	Subject to Clause 3 (c) and 3 (e) , payment of hire shall be made in accordance with Rider Clause 15 immediately available funds to: Owners designated bank	180 181 182
		Account: _____ 'as per Owner's written instructions'	183 184 185
		in United States Dollars UK Pounds Sterling per calendar month in advance, less:	186
	(i)	any hire paid which Charterers reasonably estimate to relate to off-hire periods, and;	187
	(ii)	any amounts disbursed on Owners' behalf, any advances and commission thereon, and charges which are for Owners' account pursuant to any provision hereof, and;	188 189
	(iii)	any amounts due or reasonably estimated to become due to Charterers under Clause 3 (c) or 24 hereof,	190 191
		any such adjustments to be made at the due date for the next monthly payment after the facts have been ascertained. Charterers shall not be responsible for any delay or error by Owners' bank in crediting Owners' account provided that Charterers have made proper and timely payment.	192 193 194 195
		In default of such proper and timely payment:	196
	(a)	Owners shall notify Charterers of such default and Charterers shall within seven days of receipt of such notice pay to Owners the amount due, including interest, failing which Owners may withdraw the vessel from the service of Charterers without prejudice to any other rights Owners may have under this charter or otherwise; and;	197 198 199 200
	(b)	Interest on any amount due but not paid on the due date shall accrue from the day after that date up to and including the day when payment is made, at a rate per annum which shall be in accordance with the Late Payments of Commercial Debts (Interest) Act 1998 4%	201 202
		above the U.S. Prime Interest Rate as published by the Wall Street Journal in New York at 12.00 New York time on the due date, or, if no such interest rate is published on that day, the interest rate published on the next preceding day on which such a rate was so published, computed on the basis of a 360 day year of twelve 30 day months, compounded semi-annually.	203 204 205 206
Space Available to Charterers	10.	The whole reach, burthen and decks on the vessel and any passenger accommodation (including Owners' suite) shall be at Charterers' disposal, reserving only proper and sufficient space for the vessel's master, officers, crew, tackle, apparel, furniture, provisions and stores, provided that the weight of stores on board shall not, unless specially agreed, exceed _____ tonnes at any time during the charter period.	207 208 209 210 211
Segregated Ballast	11.	In connection with the Council of the European Union Regulation on the Implementation of IMO Resolution A747(18) Owners will ensure that the following entry is made on the International Tonnage Certificate (1969) under the section headed "remarks": "The segregated ballast tanks comply with the Regulation 18 of Annex 1 of the International Convention for the prevention of pollution from ships, 1973, as modified by the Protocol of 1978 relating thereto, and the total tonnage of such tanks exclusively used for the carriage of segregated water ballast is _____. The reduced gross tonnage which should be used for the calculation	212 213 214 215 216 217 218

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	of tonnage based fees is ____”.	219
Instructions	12. Charterers shall from time to time give the master all requisite instructions and sailing directions, and	220
And Logs	the master shall keep a full and, correct log of the voyage or voyages, which Charterers or their agents	221
	may inspect as required. The master shall when required furnish Charterers or their agents with a true	222
	copy of such log and with properly completed loading and discharging port sheets and voyage reports	223
	for each voyage and other returns as Charterers may require. Charterers shall be entitled to take copies	224
	at Owners' expense of any such documents which are not provided by the master.	225
Bills of	13. (a) The master (although appointed by Owners) shall be under the orders and direction of	226
Lading	Charterers as regards employment of the vessel, agency and other arrangements, and shall sign	227
	Bills of Lading as Charterers or their agents may direct (subject always to Clauses 35 (a) and	228
	40) without prejudice to this charter. Charterers hereby indemnify Owners against all	229
	consequences or liabilities that may arise;	230
	(i) from signing Bills of Lading in accordance with the directions of Charterers or their	231
	agents, to the extent that the terms of such Bills of Lading fail to conform to the	232
	requirements of this charter, or (except as provided in Clause 13 (b)) from the master	233
	otherwise complying with Charterers' or their agents' orders;	234
	(ii) from any irregularities in papers supplied by Charterers or their agents.	235
	(b) If Charterers by telex, facsimile or other form of written communication that specifically refers	236
	to this Clause request Owners to discharge a quantity of cargo either without Bills of Lading	237
	and/or at a discharge place other than that named in a Bill of Lading and/or that is different	238
	from the Bill of Lading quantity, then Owners shall discharge such cargo in accordance with	239
	Charterer's instructions in consideration of receiving the following indemnity which shall be	240
	deemed to be given by Charterers on each and every such occasion and which is limited in	241
	value to 200% of the CIF value of the cargo carried on board;	242
	“(i) Charterers shall indemnify Owners and Owners' servants and agents in respect of any	243
	liability loss or damage of whatsoever nature (including legal costs as between attorney or	244
	solicitor and client and associated expenses) which Owners may sustain by reason of delivering	245
	such cargo in accordance with Charterers' request.	246
	“(ii) If any proceeding is commenced against Owners or any of Owners' servants or agents in	247
	connection with the vessel having delivered cargo in accordance with such request, Charterers	248
	shall provide Owners or any of Owners' servants or agents from time to time on demand with	249
	sufficient funds to defend the said proceedings.	250
	(iii) If the vessel or any other vessel or property belonging to Owners should be arrested or	251
	detained, or if the arrest or detention thereof should be threatened, by reason of discharge in	252
	accordance with Charterers instruction as aforesaid, Charterers shall provide on demand such	253
	bail or other security as may be required to prevent such arrest or detention or to secure the	254
	release of such vessel or property and Charterers shall indemnify Owners in respect of any loss,	255
	damage or expenses caused by such arrest or detention whether or not same may be justified.	256
	(iv) Charterers shall, if called upon to do so at any time while such cargo is in Charterers'	257
	possession, custody or control, redeliver the same to Owners.	258
	(v) As soon as all original Bills of Lading for the above cargo which name as discharge port the	259
	place where delivery actually occurred shall have arrived and/or come into Charterers'	260
	possession, Charterers shall produce and deliver the same to Owners whereupon Charterers'	261
	liability hereunder shall cease.	262
	Provided however, if Charterers have not received all such original Bills of Lading by 24.00	263
	hours on the day 36 calendar months after the date of discharge, that this indemnity shall	264
	terminate at that time unless before that time Charterers have received from Owners written	265
	notice that:	266
	a) Some person is making a claim in connection with Owners delivering cargo pursuant to	267
	Charterers request or,	268
	b) Legal proceedings have been commenced against Owners and/or carriers and/or	269
	Charterers and/or any of their respective servants or agents and/or the vessel for the same	270
	reason.	271
	When Charterers have received such a notice, then this indemnity shall continue in force until	272
	such claim or legal proceedings are settled. Termination of this indemnity shall not prejudice	273
	any legal rights a party may have outside this indemnity.	274
	(vi) Owners shall promptly notify Charterers if any person (other than a person to whom	275
	Charterers ordered cargo to be delivered) claims to be entitled to such cargo and/or if the vessel	276

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	or any other property belonging to Owners is arrested by reason of any such discharge of cargo.	277
	vii) This indemnity shall be governed and construed in accordance with the English law and each and any dispute arising out of or in connection with this indemnity shall be subject to the jurisdiction of the High Court of Justice of England”.	278
		279
	(c) Owners warrant that the Master will comply with orders to carry and discharge against one or more Bills of Lading from a set of original negotiable Bills of Lading should Charterers so require.	280
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Conduct of Vessel's Personnel	14. If Charterers complain of the conduct of the master or any of the officers or crew, Owners shall immediately investigate the complaint. If the complaint proves to be well founded, Owners shall, without delay, make a change in the appointments and Owners shall in any event communicate the result of their investigations to Charterers as soon as possible.	284
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Bunkers at Delivery and Redelivery	15. Charterers shall accept and pay for all bunkers on board at the time of delivery, and Owners shall on redelivery (whether it occurs at the end of the charter or on the earlier termination of this charter) accept and pay for all bunkers remaining on board, at the price actually paid, on a “first-in-first-out” basis. Such prices are to be supported by paid invoices. All bunker invoices shall be paid within thirty (30) days of the invoice date. See Rider Conditions 10 and 13.	288
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	Vessel to be delivered to and redelivered from the charter with, at least, a quantity of bunkers on board sufficient to reach the nearest main bunkering port.	292
		293
	Notwithstanding anything contained in this charter all bunkers on board the vessel shall, throughout the duration of this charter, remain the property of Charterers and can only be purchased on the terms specified in the charter at the end of the charter period or, if earlier, at the termination of the charter.	294
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Stevedores, Pilots, Tugs	16. Stevedores, when required, shall be employed and paid by Charterers, but this shall not relieve Owners from responsibility at all times for proper stowage, which must be controlled by the master who shall keep a strict account of all cargo loaded and discharged. Owners hereby indemnify Charterers, their servants and agents against all losses, claims, responsibilities and liabilities arising in any way whatsoever from the employment of pilots, tugboats or stevedores, who although employed by Charterers shall be deemed to be the servants of and in the service of Owners and under their instructions (even if such pilots, tugboat personnel or stevedores are in fact the servants of Charterers their agents or any affiliated company); provided, however, that;	298
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	(a) the foregoing indemnity shall not exceed the amount to which Owners would have been entitled to limit their liability if they had themselves employed such pilots, tugboats or stevedores, and;	306
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		308
	(b) Charterers shall be liable for any damage to the vessel caused by or arising out of the use of stevedores, fair wear and tear excepted, to the extent that Owners are unable by the exercise of due diligence to obtain redress therefor from stevedores.	309
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Super-Numeraries	17. Charterers may send representatives in the vessel's available accommodation upon any voyage made under this charter, Owners finding provisions and all requisites as supplied to officers, except alcohol. Charterers paying at the rate of United States Dollars States Dollars Kingdom Pounds Sterling 15 (fifteen) per day for each representative while on board the vessel.	312
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Sub-letting/ Assignment/ Novation	18. Charterers may sub-let the vessel, but shall always remain responsible to Owners for due fulfilment of this charter. Additionally Charterers may assign or novate this charter to any part company of the Royal Dutch/ Shell Group of Companies Ministry of Defence .	316
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Final Voyage	19. If when a payment of hire is due hereunder Charterers reasonably expect to redeliver the vessel before the next payment of hire would fall due, the hire to be paid shall be assessed on Charterers' reasonable estimate of the time necessary to complete Charterers' programme up to redelivery, and from which estimate Charterers may deduct amounts due or reasonably expected to become due for;	319
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		321
	(a) disbursements on Owners' behalf or charges for Owners' account pursuant to any provision hereof, and;	322
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	(b) bunkers on board at redelivery pursuant to Clause 15 .	325
	Promptly after redelivery any overpayment shall be refunded by Owners or any underpayment made good by Charterers.	326
		327
	If at the time this charter would otherwise terminate in accordance with Clause 4 the vessel is on a ballast voyage to a port of redelivery or is upon a laden voyage, Charterers shall continue to have the use of the vessel at the same rate and conditions as stand herein for as long as necessary to complete such ballast voyage, or to complete such laden voyage and return to a port of redelivery as provided by this charter, as the case may be.	328
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Loss of Vessel	20. Should the vessel be lost, this charter shall terminate and hire shall cease at noon on the day of her loss; should the vessel be a constructive total loss, this charter shall terminate and hire shall cease at noon on the day on which the vessel's underwriters agree that the vessel is a constructive total loss; should the vessel be missing, this charter shall terminate and hire shall cease at noon on the day on which she was last heard of. Any hire paid in advance and not earned shall be returned to Charterers and Owners shall reimburse Charterers for the value of the estimated quantity of bunkers on board at the time of termination, at the price paid by Charterers at the last bunkering port.	333 334 335 336 337 338 339
Off-hire	21. (a) On each and every occasion that there is loss of time (whether by way of interruption in the vessel's service or, from reduction in the vessel's performance, or in any other manner); (i) due to deficiency of personnel or stores; repairs; gas-freeing for repairs; time in and waiting to enter dry dock for repairs; breakdown (whether partial or total) of machinery, boilers or other parts of the vessel or her equipment (including without limitation tank coatings); overhaul, maintenance or survey; collision, stranding, accident or damage to the vessel; or any other similar cause preventing the efficient working of the vessel; and such loss continues for more than three consecutive hours (if resulting from interruption in the vessel's service) or cumulates to more than three hours (if resulting from partial loss of service); or; (ii) due to industrial action, refusal to sail, breach of orders or neglect of duty on the part of the master, officers or crew; or; (iii) for the purpose of obtaining medical advice or treatment for or landing any sick or injured person (other than a Charterers' representative carried under Clause 17 hereof) or for the purpose of landing the body of any person (other than a Charterers' representative), and such loss continues for more than three consecutive hours; or; (iv) due to any delay in quarantine arising from the master, officers or crew having had communication with the shore at any infected area without the written consent or instructions of Charterers or their agents, or to any detention by customs or other authorities caused by smuggling or other infraction of local law on the part of the master, officers, or crew; or; (v) due to detention of the vessel by authorities at home or abroad attributable to legal action against or breach of regulations by the vessel, the vessel's owners, or Owners (unless brought about by the act or neglect of Charterers); then; without prejudice to Charterers' rights under Clause 3 or to any other rights of Charterers hereunder, or otherwise, the vessel shall be off-hire from the commencement of such loss of time until she is again ready and in an efficient state to resume her service from a position not less favourable to Charterers than that at which such loss of time commenced; provided, however, that any service given or distance made good by the vessel whilst off-hire shall be taken into account in assessing the amount to be deducted from hire. (b) If the vessel fails to proceed at any guaranteed speed pursuant to Clause 24 , and such failure arises wholly or partly from any of the causes set out in Clause 21(a) above, then the period for which the vessel shall be off-hire under this Clause 21 shall be the difference between; (i) the time the vessel would have required to perform the relevant service at such guaranteed speed, and; (ii) the time actually taken to perform such service (including any loss of time arising from interruption in the performance of such service). For the avoidance of doubt, all time included under (ii) above shall be excluded from any computation under Clause 24 . (c) Further and without prejudice to the foregoing, in the event of the vessel deviating (which expression includes without limitation putting back, or putting into any port other than that to which she is bound under the instructions of Charterers) for any cause or purpose mentioned in Clause 21(a) , the vessel shall be off-hire from the commencement of such deviation until the time when she is again ready and in an efficient state to resume her service from a position not less favourable to Charterers than that at which the deviation commenced, provided, however, that any service given or distance made good by the vessel whilst so off-hire shall be taken into account in assessing the amount to be deducted from hire. If the vessel, for any cause or purpose mentioned in Clause 21 (a) , puts into any port other than the port to which she is bound on the instructions of Charterers, the port charges, pilotage and other expenses at such port shall be borne by Owners. Should the vessel be driven into any port or anchorage by stress of weather hire shall continue to be due and payable during any time lost thereby.	340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390

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	(d)	If the vessel's flag state becomes engaged in hostilities, and Charterers in consequence of such hostilities find it commercially impracticable to employ the vessel and have given Owners written notice thereof then from the date of receipt by Owners of such notice until the termination of such commercial impracticability the vessel shall be off-hire and Owners shall have the right to employ the vessel on their own account.	391 392 393 394 395
	(e)	Time during which the vessel is off-hire under this charter shall count as part of the charter period except where Charterers declare their option to add off-hire periods under Clause 4 (b) .	396 397
	(f)	All references to “time” in this charter party shall be references to local time except where otherwise stated.	398 399
Periodical Drydocking	22. (a)	Owners have the right and obligation to drydock the vessel in accordance with the Vessel Docking and Maintenance Schedule detailed at Annex B to the Rider Conditions. at regular intervals of _____ On each occasion Owners shall propose to Charterers a date on which they wish to drydock the vessel, not less than _____ before such date, and Charterers shall offer a port for such periodical drydocking and shall take all reasonable steps to make the vessel available as near to such date as practicable. Owners shall put the vessel in drydock at their expense as soon as practicable after Charterers place the vessel at Owners' disposal clear of cargo other than tank washings and residues. Owners shall be responsible for and pay for the disposal into reception facilities of such tank washings and residues and shall have the right to retain any monies received therefor, without prejudice to any claim for loss of cargo under any Bill of Lading or this charter.	400 401 402 403 404 405 406 407 408 409
	(b)	If a periodical drydocking is carried out in the port offered by Charterers (which must have suitable accommodation for the purpose and reception facilities for tank washings and residues), the vessel shall be off-hire from the time she arrives at such port until drydocking is completed and she is in every way ready to resume Charterers' service and is at the position at which she went off-hire or a position no less favourable to Charterers, whichever she first attains. However;	410 411 412 413 414 415
	(i)	provided that Owners exercise due diligence in gas-freeing, any time lost in gas-freeing to the standard required for entry into drydock for cleaning and painting the hull shall not count as off-hire, whether lost on passage to the drydocking port or after arrival there (notwithstanding Clause 21), and;	416 417 418 419
	(ii)	any additional time lost in further gas-freeing to meet the standard required for hot work or entry to cargo tanks shall count as off-hire, whether lost on passage to the drydocking port or after arrival there. Any time which, but for sub-Clause (i) above, would be off-hire, shall not be included in any calculation under Clause 24 . The expenses of gas-freeing, including without limitation the cost of bunkers, shall be for Owners account.	420 421 422 423 424 425 426
	(c)	If Owners require the vessel, instead of proceeding to the offered port, to carry out periodical drydocking at a special port selected by them, the vessel shall be off-hire from the time when she is released to proceed to the special port until she next presents for loading in accordance with Charterers' instructions, provided, however, that Charterers shall credit Owners with the time which would have been taken on passage at the service speed had the vessel not proceeded to drydock. All fuel consumed shall be paid for by Owners but Charterers shall credit Owners with the value of the fuel which would have been used on such notional passage calculated at the guaranteed daily consumption for the service speed, and shall further credit Owners with any benefit they may gain in purchasing bunkers at the special port.	427 428 429 430 431 432 433 434 435
	(d)	Charterers shall, insofar as cleaning for periodical drydocking may have reduced the amount of tank-cleaning necessary to meet Charterers' requirements, credit Owners with the value of any bunkers which Charterers calculate to have been saved thereby, whether the vessel drydocks at an offered or a special port.	436 437 438 439
Ship Inspection	23.	Charterers shall have the right at any time during the charter period to make such inspection of the vessel as they may consider necessary. This right may be exercised as often and at such intervals as Charterers in their absolute discretion may determine and whether the vessel is in port or on passage. Owners affording all necessary co-operation and accommodation on board provided, however:	440 441 442 443
	(a)	that neither the exercise nor the non-exercise, nor anything done or not done in the exercise or non-exercise, by Charterers of such right shall in any way reduce the master's or Owners' authority over, or responsibility to Charterers or third parties for, the vessel and every aspect of her operation, nor increase Charterers' responsibilities to Owners or third parties for the same;	444 445 446 447

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	and;	448
	(b) that Charterers shall not be liable for any act, neglect or default by themselves, their	449
	servants or agents in the exercise or non-exercise of the aforesaid right.	450
Detailed	24. (a) The Owner is not entitled to claim against the Authority for any over performance of the Vessel.	451
Description	Owners guarantee that the speed and consumption of the vessel shall be as follows:-	452
and		453
Performance		454
		455
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		461
	The foregoing bunker consumptions are for all purposes except cargo heating and tank cleaning	462
	and shall be pro-rated between the speeds shown.	463
	The service speed of the vessel is _____ knots laden and _____ knots in ballast and in the absence	464
	of Charterers' orders to the contrary the vessel shall proceed at the service speed. However if	465
	more than one laden and one ballast speed are shown in the table above Charterers shall have	466
	the right to order the vessel to steam at any speed within the range set out in the table (the	467
	"ordered speed").	468
	If the vessel is ordered to proceed at any speed other than the highest speed shown in the	469
	table, and the average speed actually attained by the vessel during the currency of such order	470
	exceeds such ordered speed plus 0.5 knots (the "maximum recognised speed"), then for the	471
	purpose of calculating a decrease of hire under this Clause 24 the maximum recognised speed	472
	shall be used in place of the average speed actually attained.	473
	For the purposes of this charter the "guaranteed speed" at any time shall be the then-current	474
	ordered speed or the service speed, as the case may be.	475
	The average speeds and bunker consumptions shall for the purposes of this Clause 24 be	476
	calculated by reference to the observed distance from pilot station to pilot station on all sea	477
	passages during each period stipulated in Clause 24 (c) , but excluding any time during which	478
	the vessel is (or but for Clause 22 (b) (i) would be) off-hire and also excluding "Adverse	479
	Weather Periods", being;	480
	(i) any periods during which reduction of speed is necessary for safety in congested waters	481
	or in poor visibility;	482
	(ii) any days, noon to noon, when winds exceed force 8 on the Beaufort Scale for more than	483
	12 hours.	484
	(b) If during any year from the date on which the vessel enters service (anniversary to anniversary)	485
	the vessel falls below or exceeds the performance guaranteed in Clause 24 (a) , then if such	486
	shortfall or excess results;	487
	(i) from a reduction or an increase in the average speed of the vessel, compared to the speed	488
	guaranteed in Clause 24 (a) , then an amount equal to the value at the hire rate of the time	489
	so lost or gained, as the case may be , shall be included in the performance calculation;	490
	(ii) from an increase or a decrease in the total bunkers consumed, compared to the total	491
	bunkers which would have been consumed had the vessel performed as guaranteed in	492
	Clause 24 (a) , an amount equivalent to the value of the additional bunkers consumed or	493
	the bunkers saved, as the case may be , based on the average price paid by Charterers for	494
	the vessel's bunkers in such period, shall be included in the performance calculation.	495
	The results of the performance calculation for laden and ballast mileage respectively shall be	496
	adjusted to take into account the mileage steamed in each such condition during Adverse Weather	497
	Periods, by dividing such addition or deduction by the number of miles over which the	498
	performance has been calculated and multiplying by the same number of miles plus the miles	499
	steamed during the Adverse Weather Periods, in order to establish the total performance	500
	calculation for such period.	501
	Reduction of hire under the foregoing sub-Clause (b) shall be without prejudice to any other	502
	remedy available to Charterers.	503

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	(c) Calculations under this Clause 24 shall be made for the yearly periods terminating on each successive anniversary of the date on which the vessel enters service, and for the period between the last such anniversary and the date of termination of this charter if less than a year. Claims in respect of reduction of hire arising under this Clause during the final year or part year of the charter period shall in the first instance be settled in accordance with Charterers' estimate made two months before the end of the charter period. Any necessary adjustment after this charter terminates shall be made by payment by Owners to Charterers or by Charterers to Owners as the case may require.	504 505 506 507 508 509 510 511
	(d) Owners and Charterers agree that this Clause 24 is assessed on the basis that Owners are not entitled to additional hire for performance in excess of the speeds and consumptions given in this Clause 24 .	512 513 514
Salvage	25. Subject to the provisions of Clause 21 hereof, all loss of time and all expenses (excluding any damage to or loss of the vessel or tortious liabilities to third parties) incurred in saving or attempting to save life or in successful or unsuccessful attempts at salvage shall be borne equally by Owners and Charterers provided that Charterers shall not be liable to contribute towards any salvage payable by Owners arising in any way out of services rendered under this Clause 25 . All salvage and all proceeds from derelicts shall be divided equally between Owners and Charterers after deducting the master's, officers' and crew's share.	515 516 517 518 519 520 521
Lien	26. Owners shall have a lien upon all cargoes and all freights, sub freights and demurrage for any amounts due under this charter; and Charterers shall have a lien on the vessel for all monies paid in advance and not earned, and for all claims for damages arising from any breach by Owners of this charter.	522 523 524 525
Exceptions	27. (a) The vessel, her master and Owners shall not, unless otherwise in this charter expressly provided, be liable for any loss or damage or delay or failure arising or resulting from any act, neglect or default of the master, pilots, mariners or other servants of Owners in the navigation or management of the vessel; fire, unless caused by the actual fault or privity of Owners; collision or stranding; dangers and accidents of the sea; explosion, bursting of boilers, breakage of shafts or any latent defect in hull, equipment or machinery; provided, however, that Clauses 1, 2, 3 and 24 hereof shall be unaffected by the foregoing. Further, neither the vessel, her master or Owners, nor Charterers shall, unless otherwise in this charter expressly provided, be liable for any loss or damage or delay or failure in performance hereunder arising or resulting from act of God, act of war, seizure under legal process, quarantine restrictions, strikes, lock-outs, riots, restraints of labour, civil commotions or arrest or restraint of princes, rulers or people. (b) The vessel shall have liberty to sail with or without pilots, to tow or go to the assistance of vessels in distress and to deviate for the purpose of saving life or property. (c) Clause 27(a) shall not apply to, or affect any liability of Owners or the vessel or any other relevant person in respect of; (i) loss or damage caused to any berth, jetty, dock, dolphin, buoy, mooring line, pipe or crane or other works or equipment whatsoever at or near any place to which the vessel may proceed under this charter, whether or not such works or equipment belong to Charterers, or; (ii) any claim (whether brought by Charterers or any other person) arising out of any loss of or damage to or in connection with cargo. Any such claim shall be subject to the Hague-Visby Rules or the Hague Rules or the Hamburg Rules, as the case may be, which ought pursuant to Clause 38 hereof to have been incorporated in the relevant Bill of Lading (whether or not such Rules were so incorporated) or, if no such Bill of Lading is issued, to the Hague-Visby Rules unless the Hamburg Rules compulsorily apply in which case to the Hamburg Rules. (d) In particular and without limitation, the foregoing subsections (a) and (b) of this Clause shall not apply to or in any way affect any provision in this charter relating to off-hire or to reduction of hire.	526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555
Injurious Cargoes	28. No acids, explosives or cargoes injurious to the vessel shall be shipped and without prejudice to the foregoing any damage to the vessel caused by the shipment of any such cargo, and the time taken to repair such damage, shall be for Charterers' account. No voyage shall be undertaken, nor any goods or cargoes loaded, that would expose the vessel to capture or seizure by rulers or governments.	556 557 558 559
Grade of Bunkers	29. Charterers shall supply fuel oil with a maximum viscosity of _____centistokes at 50 degrees centigrade and/or marine diesel oil for main propulsion and fuel oil with a maximum viscosity of	560 561

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	_____centistokes at 50 degrees centigrade and/or diesel oil for the auxiliaries. If Owners	562
	require the vessel to be supplied with more expensive bunkers they shall be liable for the extra cost	563
	thereof. With reference to clause 29 hereof Charterers can instruct Master to load bunker tanks up to 95% of each bunker	570
	tank capacity and can load bunkers on top of any ROB in the bunker tanks provided, prior to any bunker comingling, a	
	compatibility test is to be carried out in accordance with the following:-	
	1. using ASTM D4740 by a reputable laboratory,	
	2. by use of a combustability test kit complying with FGK1500PA Compatibility Tester and the test result aligned to latest	
	version of "FOBAS" comingling guideline.	
	In accordance with 'Shell's Charterers Instructions' the above mentioned test kit shall be purchased and placed onboard vessel	
	by Owners prior to commencement of this Charter.	
	Charterers warrant that all bunkers provided by them in accordance herewith shall be of a quality	571
	complying with ISO Standard 8217 for Marine Residual Fuels and Marine Distillate Fuels as	572
	applicable. See Rider Condition 10, Bunkers	573
Disbursements	30. Should the master require advances for ordinary disbursements at any port, Charterers or their agents	574
	shall make such advances to him, in consideration of which Owners shall pay a commission of two and	575
	a half per cent, and all such advances and commission shall be deducted from hire.	576
Laying-up	31. Charterers shall have the option, after consultation with Owners, of requiring Owners to lay up the	577
	vessel at a safe place nominated by Charterers, in which case the hire provided for under this charter	578
	shall be adjusted to reflect any net increases in expenditure reasonably incurred or any net saving	579
	which should reasonably be made by Owners as a result of such lay up. Charterers may exercise the	580
	said option any number of times during the charter period.	581
Requisition	32. Should the vessel be requisitioned by any government, de facto or de jure, during the period of this	582
	charter, the vessel shall be off-hire during the period of such requisition, and any hire paid by such	583
	governments in respect of such requisition period shall be for Owners' account. Any such requisition	584
	period shall count as part of the charter period.	585
Outbreak of War	33. If war or hostilities break out between any two or more of the following countries: U.S.A., the	586
	countries or republics having been part of the former U.S.S.R (except that declaration of war or	587
	hostilities solely between any two or more of the countries or republics having been part of the	588
	former USSR shall be exempted), P.R.C., U.K., Netherlands, then both Owners and Charterers shall	589
	have the right to cancel this charter.	590
Additional War Expenses	34. If the vessel is ordered to trade in areas where there is war (de facto or de jure) or threat of war,	591
	Charterers shall reimburse Owners for any additional insurance premia, crew bonuses and other	592
	expenses which are reasonably incurred by Owners as a consequence of such orders, provided that	593
	Charterers are given notice of such expenses as soon as practicable and in any event before such	594
	expenses are incurred, and provided further that Owners obtain from their insurers a waiver of any	595
	subrogated rights against Charterers in respect of any claims by Owners under their war risk	596
	insurance arising out of compliance with such orders.	597
	Any payments by Charterers under this clause will only be made against proven documentation. Any	598
	discount or rebate refunded to Owners, for whatever reason, in respect of additional war risk premium	599
	shall be passed on to Charterers.	600
War Risks	35. (a) The master shall not be required or bound to sign Bills of Lading for any place which in his or	601
	Owners' reasonable opinion is dangerous or impossible for the vessel to enter or reach owing	602
	to any blockade, war, hostilities, warlike operations, civil war, civil commotions or	603
	revolutions.	604
	(b) If in the reasonable opinion of the master or Owners it becomes, for any of the reasons set out	605
	in Clause 35(a) or by the operation of international law, dangerous, impossible or prohibited	606
	for the vessel to reach or enter, or to load or discharge cargo at, any place to which the vessel	607
	has been ordered pursuant to this charter (a "place of peril"), then Charterers or their agents	608
	shall be immediately notified in writing or by radio messages, and Charterers shall thereupon	609
	have the right to order the cargo, or such part of it as may be affected, to be loaded or	610
	discharged, as the case may be, at any other place within the trading limits of this charter	611
	(provided such other place is not itself a place of peril). If any place of discharge is or	612
	becomes a place of peril, and no orders have been received from Charterers or their agents	613
	within 48 hours after dispatch of such messages, then Owners shall be at liberty to discharge	614
	the cargo or such part of it as may be affected at any place which they or the master may in	615
	their or his discretion select within the trading limits of this charter and such discharge shall	616
	be deemed to be due fulfilment of Owners' obligations under this charter so far as cargo so	617
	discharged is concerned.	618

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	(c) The vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any other wise whatsoever given by the government of the state under whose flag the vessel sails or any other government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or local authority including any de facto government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or local authority or by any committee or person having under the terms of the war risks insurance on the vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations anything is done or is not done, such shall not be deemed a deviation. If by reason of or in compliance with any such direction or recommendation the vessel does not proceed to any place of discharge to which she has been ordered pursuant to this charter, the vessel may proceed to any place which the master or Owners in his or their discretion select and there discharge the cargo or such part of it as may be affected. Such discharge shall be deemed to be due fulfilment of Owners' obligations under this charter so far as cargo so discharged is concerned. Charterers shall procure that all Bills of Lading issued under this charter shall contain the Chamber of Shipping War Risks Clause 1952.	619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636
Both to Blame Collision Clause	36. If the liability for any collision in which the vessel is involved while performing this charter falls to be determined in accordance with the laws of the United States of America, the following provision shall apply: "If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the cargo carried hereunder will indemnify the carrier against all loss, or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of the said cargo, paid or payable by the other or non-carrying ship or her owners to the owners of the said cargo and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier." "The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact." Charterers shall procure that all Bills of Lading issued under this charter shall contain a provision in the foregoing terms to be applicable where the liability for any collision in which the vessel is involved falls to be determined in accordance with the laws of the United States of America.	637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653
New Jason Clause	37. General average contributions shall be payable according to York/Antwerp Rules, 1994, as amended from time to time, and shall be adjusted in London in accordance with English law and practice but should adjustment be made in accordance with the law and practice of the United States of America, the following position shall apply: "In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible by statute, contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo." "If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the carrier before delivery." Charterers shall procure that all Bills of Lading issued under this charter shall contain a provision in the foregoing terms, to be applicable where adjustment of general average is made in accordance with the laws and practice of the United States of America.	654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671
Clause Paramount	38. Charterers shall procure that all Bills of Lading issued pursuant to this charter shall contain the following: "(1) Subject to sub-clause (2) or (3) hereof, this Bill of Lading shall be governed by, and have effect subject to, the rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 (hereafter the "Hague	672 673 674 675 676

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	Rules") as amended by the Protocol signed at Brussels on 23rd February 1968 (hereafter the	677
	"Hague-Visby Rules"). Nothing contained herein shall be deemed to be either a surrender by the	678
	carrier of any of his rights or immunities or any increase of any of his responsibilities or liabilities	679
	under the Hague-Visby Rules."	680
	"(2)If there is governing legislation which applies the Hague Rules compulsorily to this Bill of	681
	Lading, to the exclusion of the Hague-Visby Rules, then this Bill of Lading shall have effect subject	682
	to the Hague Rules. Nothing therein contained shall be deemed to be either a surrender by the carrier	683
	of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the	684
	Hague Rules."	685
	"(3) If there is governing legislation which applies the United Nations Convention on the Carriage	686
	of Goods by Sea 1978 (hereafter the "Hamburg Rules") compulsorily to this Bill of Lading, to the	687
	exclusion of the Hague-Visby Rules, then this Bill of Lading shall have effect subject to the Hamburg	688
	Rules. Nothing therein contained shall be deemed to be either a surrender by the carrier of any of his	689
	rights or immunities or an increase of any of his responsibilities or liabilities under the Hamburg	690
	Rules."	691
	"(4)If any term of this Bill of Lading is repugnant to the Hague-Visby Rules, or Hague Rules, or	692
	Hamburg Rules, as applicable, such term shall be void to that extent but no further."	693
	"(5)Nothing in this Bill of Lading shall be construed as in any way restricting, excluding or	694
	waiving the right of any relevant party or person to limit his liability under any available legislation	695
	and/or law."	696
Insurance/ ITOPF	39. Owners warrant that the vessel is now, and will, throughout the duration of the charter:	697
	(a) be owned or demise chartered by a member of the International Tanker Owners Pollution	698
	Federation Limited;	699
	(b) be properly entered in _____ P & I Club, being a member of	700
	the International Group of P and I Clubs;	701
	(c) have in place insurance cover for oil pollution for the maximum on offer through the	702
	International Group of P&I Clubs but always a minimum of United States Dollars	703
	1,000,000,000 (one thousand million);	704
	(d) have in full force and effect Hull and Machinery insurance placed through reputable brokers	705
	on Institute Time Clauses or equivalent for the value of United States Dollars _____ as from	706
	time to time may be amended with Charterers' approval, which shall not be unreasonably	707
	withheld.	708
	Owners will provide, within a reasonable time following a request from Charterers to do so,	709
	documented evidence of compliance with the warranties given in this Clause 39 .	710
Export Restrictions	40. The master shall not be required or bound to sign Bills of Lading for the carriage of cargo to any	711
	place to which export of such cargo is prohibited under the laws, rules or regulations of the country	712
	in which the cargo was produced and/or shipped.	713
	Charterers shall procure that all Bills of Lading issued under this charter shall contain the following	714
	clause:	715
	"If any laws rules or regulations applied by the government of the country in which the cargo was	716
	produced and/or shipped, or any relevant agency thereof, impose a prohibition on export of the cargo	717
	to the place of discharge designated in or ordered under this Bill of Lading, carriers shall be entitled	718
	to require cargo owners forthwith to nominate an alternative discharge place for the discharge of the	719
	cargo, or such part of it as may be affected, which alternative place shall not be subject to the	720
	prohibition, and carriers shall be entitled to accept orders from cargo owners to proceed to and	721
	discharge at such alternative place. If cargo owners fail to nominate an alternative place within 72	722
	hours after they or their agents have received from carriers notice of such prohibition, carriers shall	723
	be at liberty to discharge the cargo or such part of it as may be affected by the prohibition at any safe	724
	place on which they or the master may in their or his absolute discretion decide and which is not	725
	subject to the prohibition, and such discharge shall constitute due performance of the contract	726
	contained in this Bill of Lading so far as the cargo so discharged is concerned".	727
	The foregoing provision shall apply mutatis mutandis to this charter, the references to a Bill of	728
	Lading being deemed to be references to this charter.	729
Business Principles	41. Owners will co-operate with Charterers to ensure that the "Business Principles", as amended	730
	from time to time, of the Ministry of Defence/Secretary of State for Defence, Royal Dutch/Shell Group of Companies, which	731
	are posted on the Shell	
	Worldwide Web (www.Shell.com), are complied with.	732
Drugs and	42. (a) Owners warrant that they have in force an active policy covering the vessel which meets or	733

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Alcohol	exceeds the standards set out in the "Guidelines for the Control of Drugs and Alcohol On Board Ship" as published by the Oil Companies International Marine Forum (OCIMF) dated January 1990 (or any subsequent modification, version, or variation of these guidelines) and that this policy will remain in force throughout the charter period, and Owners will exercise due diligence to ensure the policy is complied with.	734 735 736 737 738
	(b) Owners warrant that the current policy concerning drugs and alcohol on board is acceptable to ExxonMobil and will remain so throughout the charter period.	739 740
Oil Major Acceptability	43. If, at any time during the charter period, the vessel becomes unacceptable to any Oil Major, Charterers shall have the right to terminate the charter.	741 742
Pollution and Emergency Response	44. Owners are to advise Charterers of organisational details and names of Owners personnel together with their relevant telephone/facsimile/e-mail/telex numbers, including the names and contact details of Qualified Individuals for OPA 90 response, who may be contacted on a 24 hour basis in the event of oil spills or emergencies.	743 744 745 746
ISPS Code/US MTSA 2002	45. (a) (i) From the date of coming into force of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) and the US Maritime Transportation Security Act 2002 (MTSA) in relation to the Vessel and thereafter during the currency of this charter, Owners shall procure that both the Vessel and "the Company" (as defined by the ISPS Code) and the "owner" (as defined by the MTSA) shall comply with the requirements of the ISPS Code relating to the Vessel and "the Company" and the requirements of MTSA relating to the vessel and the "owner". Upon request Owners shall provide documentary evidence of compliance with this Clause 45(a) (i) .	747 748 749 750 751 752 753 754 755
	(ii) Except as otherwise provided in this charter, loss, damage, expense or delay, caused by failure on the part of Owners or "the Company"/"owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for Owners' account.	756 757 758
	(b) (i) Charterers shall provide Owners/Master with their full style contact details and shall ensure that the contact details of all sub-charterers are likewise provided to Owners/Master. Furthermore, Charterers shall ensure that all sub-charter parties they enter into during the period of this charter contain the following provision: "The Charterers shall provide the Owners with their full style contact details and, where sub-letting is permitted under the terms of the charter party, shall ensure that the contact details of all sub-charterers are likewise provided to the Owners".	759 760 761 762 763 764 765
	(ii) Except as otherwise provided in this charter, loss, damage, expense or delay, caused by failure on the part of Charterers to comply with this sub-Clause 45(b) shall be for Charterers' account.	766 767 768
	(c) Notwithstanding anything else contained in this charter costs or expenses related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for Charterers' account, unless such costs or expenses result solely from Owners' negligence in which case such costs or expenses shall be for Owners' account. All measures required by Owners to comply with the security plan required by the ISPS Code/MTSA shall be for Owners' account.	769 770 771 772 773 774 775
	(d) Notwithstanding any other provision of this charter, the vessel shall not be off-hire where there is a loss of time caused by Charterers' failure to comply with the ISPS Code/MTSA (when in force).	776 777 778
	(e) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.	779 780
Law and Litigation	46. (a) This charter shall be construed and the relations between the parties determined in accordance with the laws of England.	781 782
	(b) All disputes arising out of this charter including the Rider Conditions and any documents forming the Contract shall be referred to Arbitration in London in accordance with the Arbitration Act 1996 (or any re-enactment or modification thereof for the time being in force) subject to the following appointment procedure:	783 784 785
	(i) The parties shall jointly appoint a sole arbitrator not later than 28 days after service of a request in writing by either party to do so.	786 787
	(ii) If the parties are unable or unwilling to agree the appointment of a sole arbitrator in accordance with (i) then each party shall appoint one arbitrator, in any event not later than 14 days after receipt of a further request in writing by either party to do so. The	788 789 790

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	two arbitrators so appointed shall appoint a third arbitrator before any substantive hearing or forthwith if they cannot agree on a matter relating to the arbitration.	791
	(iii) If a party fails to appoint an arbitrator within the time specified in (ii) (the "Party in Default"), the party who has duly appointed his arbitrator shall give notice in writing to the Party in Default that he proposes to appoint his arbitrator to act as sole arbitrator.	792
	(iv) If the Party in Default does not within 7 days of the notice given pursuant to (iii) make The required appointment and notify the other party that he has done so the other party may appoint his arbitrator as sole arbitrator whose award shall be binding on both parties as if he had been so appointed by agreement.	793
	(v) Any Award of the arbitrator(s) shall be final and binding and not subject to appeal.	794
	(vi) For the purposes of this clause 46(b) any requests or notices in writing shall be sent by fax, e-mail or telex and shall be deemed received on the day of transmission.	795
	(c) It shall be a condition precedent to the right of any party to a stay of any legal proceedings in which maritime property has been, or may be, arrested in connection with a dispute under this charter, that that party furnishes to the other party security to which that other party would have been entitled in such legal proceedings in the absence of a stay.	796
Confidentiality	47. All terms and conditions of this charter arrangement shall be kept private and confidential	797
Construction	48. The side headings have been included in this charter for convenience of reference and shall in no way affect the construction hereof.	798
Appendix A:	OCIMF Vessel Particulars Questionnaire for the vessel, as attached, shall be incorporated herein.	799
Appendix B:	Shell Safety and Environmental Monthly Reporting Template, as attached, shall be incorporated herein.	800
Additional Clauses:	Rider Clauses and Statement of Requirements As attached, shall be incorporated herein.	801
	SIGNED FOR OWNERS	802
	SIGNED FOR CHARTERERS	803
	FULL NAME _____	804
	FULL NAME _____	805
	POSITION _____	806
	POSITION _____	807

Bunker Emissions 1 (a) Should Charterers trade the Vessel into a SOx Emission Control Area ("SECA") as defined in Annex VI of the International Convention for the Prevention of Pollution from Ships ("MARPOL"), or into a Member State of the EU following the entry into force of EU Directive 2005/33/EC of 6th July 2005 (the "Directive"), then the Charterers shall supply fuels: (i) of such specifications and grades that will comply with the maximum sulphur content requirements of the SECA or Directive as applicable, except that in the case of the Directive the Charterers shall only be obliged to supply compliant gasoil; and in the case of the SECA (ii) from bunker suppliers who comply with Regulations 14 and 18 of MARPOL Annex VI, including the Guidelines in respect of sampling and the provision of bunker delivery notes.

(b) Owners warrant, in the event the vessel trades in a SECA, or into a Member State of the EU following the entry into force of the Directive, that the Vessel: (i) complies with Regulation 14 and 18 of MARPOL Annex VI and with the requirements of the SECA or the Directive as applicable; (ii) is able to consume fuels of the required sulphur content when ordered by the Charterers to trade within the SECA or in a Member State of the EU in which the Directive applies; and (iii) will provide segregated storage for this fuel. Subject to having supplied the Vessel with fuels in accordance with this clause, the Charterers shall not be liable for any loss, delay, fines, costs or expenses arising or resulting from the Vessel's non-compliance with Regulations 14 and 18 of MARPOL Annex VI or the Directive.

Stopia/ Topia 2 Owners warrant that where the vessel is a "Relevant Ship", they are a "Participating Owner" as defined, as applicable, in the Small Tanker Oil Pollution Indemnification Agreement ("STOPIA") or in the Tanker Oil Pollution Indemnification Agreement ("TOPIA"), and that the vessel is entered in STOPIA or TOPIA (as applicable) and shall so remain during the currency of this charter provided always that STOPIA or TOPIA (as applicable) is not terminated in accordance with its provisions.

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Marine Letter of Indemnity

- 3 Further to this charter the vessel may be required to carry out other such cargo operations as Charterers may reasonably require, including but not limited to one or more of the following and always provided that the vessel is capable of such operations:
- (i) to commingle different grades of cargo providing such grades fall within the cargo description set out in this charter,
 - (ii) to breach vessel's natural segregation,
 - (iii) to dope the cargo with additive supplied by Charterers. *
 - (iv) to add dye supplied by Charterer to the cargo, *
 - (v) to blend cargo on board, *
 - (vi) to carry additives/dye supplied at loading port in drums on deck,
 - (vii) to load and discharge freshwater or seawater shore line flush/line plug before, during or after a cargo loading operation

* These operations shall be carried out or supervised by an inspector appointed by the Charterers.

Upon receipt of Charterers' written instructions in respect of the foregoing a Letter of Indemnity in the following form will be deemed to have been provided by Charterers.

In consideration of Owners complying with Charterers' above request, Charterers hereby agree as follows:

1. To indemnify Owners, Owners servants and agents and to hold all of them harmless in respect of any liability, loss, damage or expense of whatsoever nature and which they may sustain in connection with complying with Charterers' request including loss or damage caused by an inspector appointed by Charterers, except to the extent that such liability, loss, damage or expense could have been avoided by the exercise of due diligence by Owners.
2. In the event of any proceedings being commenced against Owners or any of Owner's servants or agents in connection with complying with Charterers request as aforesaid, to provide them on demand with sufficient funds to defend the same, provided however that Charterers shall be consulted in the preparation of defence of any such proceedings.
3. ~~If in connection with complying with Charterers' request as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify Owners in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified subject to Charterers' involvement in any negotiations in the provision of such bail or security.~~
4. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon Owners proceeding first against any person, whether or not such person is party to or liable under this indemnity.
5. This indemnity shall be limited in value to 200% of the CIF value of the total cargo onboard and shall terminate at 24.00 hours on the day 36 calendar months after the date of discharge unless before that time Charterers have received from Owners written notice of a claim pursuant to this indemnity.

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6. *This indemnity shall be governed by and construed in accordance with English law and each and any dispute arising out of or in connection with this indemnity shall be subject to the jurisdiction of the High Court of Justice of England.*

Piracy

- 4 Sub-Clause (1). *If the vessel proceeds to or through an area in which there is a current risk of piracy, verified by a competent international authority, Owners will at all times adhere to the latest version of Best Management Practices (including with respect to routing) ("BMP"), and Owners shall be entitled:*
- (a) *to take reasonable preventative measures to protect the vessel, her crew and cargo by proceeding in convoy, using escorts, avoiding day or night navigation, adjusting speed or course;*
 - (b) *to follow any orders given by the flag state, any governmental or supra governmental organization; and*
 - (c) *where there is an actual, imminent act of piracy, and only after giving Charterers reasonable advance notice, to take a safe and reasonable alternative route in place of the normal, direct or intended route to the next port of call, provided that such alternative route does not, in the case of the Gulf of Aden, physically extend beyond the transit of the Gulf of Aden in which case Owners shall give Charterers reasonable advance notice of the alternative route, an estimate of time and bunker consumption and a revised estimated time of arrival.*

Sub-Clause (2). Subject to sub-Clause (5) below, Charterers shall pay Owners' reasonable, documented costs and expenses in respect of any additional hull and machinery, or, if applicable, war risks insurance premiums, and/or additional, reasonable and contractual, crew costs arising out of actual or threatened acts of piracy or any preventive or other measures taken by Owners pursuant to Sub-Clause 1(a) of this Clause.

Sub-Clause (3). The vessel shall remain on-hire for any time lost taking the measures referred to in Sub-Clause 1 of this Clause.

Sub-Clause (4). Where, notwithstanding the taking of any of the measures referred to in sub-Clause 1 above, and where not caused by a lack of due diligence on Owners' part, and where Charterers have not exercised the option to require Owners to purchase off-hire insurance pursuant to sub-Clause (5) below, the vessel is captured by pirates, hire shall be payable at 100% of the hire rate for the duration of any such capture.

Sub-Clause (5). Charterers shall have the option, where the vessel is scheduled to transit the Gulf of Aden, or other areas of known piracy risk, to require Owners to either:

- (a) *extend existing war risk insurance; or*
 - (b) *purchase off-hire insurance,*
- which in either case will cover loss of hire, the cost of which shall be reimbursed by Charterers, provided always that:*

- (i) *Owners obtain from their insurers a waiver of any subrogated rights against Charterers in respect of any claims by Owners under the foregoing insurances arising out of compliance with Charterers' orders;*
- (ii) *the terms of cover and cost have been disclosed to, and agreed by, Charterers prior to the purchase of such insurance; and*
- (iii) *that following the exercise of such option, the vessel shall go off-hire for any time lost as a result of a capture by pirates.*

Sub-Clause (6). The safety and protection of crew and vessel is Owners' obligation and it is for Owners to determine the level of threat and the measures considered appropriate to discharge that obligation. If Owners deploy government-supplied Military Armed Guards or Private Armed Guards, then it is an express condition of this charter that Owners will, on a voyage-by-voyage basis:

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- (a) give Charterers advance notice of such intended deployment as soon as reasonably practicable but not less than five (5) days' notice prior to such deployment and throughout such voyage, Owners will adhere to the response submitted in the Vessel Security Questionnaire;
- (b) confirm in advance of deployment that such deployment has been notified to Owners' P&I and War Risks underwriters without objection (with evidence, satisfactory to Charterers, of Owners' exchanges with underwriters);
- (c) ensure in advance of, and throughout, any deployment that such deployment complies with all flag state requirements, laws of the flag state, and any other applicable laws; and
- (d) continue to adhere to the latest BMP.

Sub-Clause (7). All reasonable costs and expenses directly associated with the deployment of government-supplied Military Armed Guards and/or Private Armed Guards and/or unarmed guards shall be split 50:50 between Owners and Charterers, with Charterers' portion capped at US\$[-] per voyage and subject always to Owners supplying documentary evidence of such total costs. Save as aforesaid, Owners will indemnify and hold Charterers harmless against all claims, liabilities, costs and expenses of whatsoever nature which arise directly in connection with the deployment of government-supplied Military Armed Guards and/or Private Armed Guards and/or unarmed Guards.

EU Advance Cargo
Declaration

- 5 (a) *If the Vessel loads cargo in any EU port or place destined for a port or place outside the EU or loads cargo outside the EU destined for an EU port or place, the Charterers shall comply with the current EU Advance Cargo Declaration Regulations (the Security Amendment to the Community Customs Code, Regulations 648/2005; 1875/2006; and 312/2009) or any subsequent amendments thereto and shall undertake the role of carrier, strictly for the purposes of such regulations only, and in their own name, time and expense shall:*
- (i) have in place an EORI number (Economic Operator Registration and Identification);*
 - (ii) provide the Owners with a timely confirmation of (i) above as appropriate; and*
 - (iii) submit an ENS (Entry Summary Declaration) cargo declaration electronically to the EU Member States' Customs and provide the Owners at the same time with a copy thereof,*

provided always that where Owners' co-operation is requested, it shall not be unreasonably withheld.

(b) Provided Owners are not at fault the Charterers assume liability for and shall indemnify, defend and hold harmless the Owners against any loss and/or damage and/or any expenses, fines, penalties and all other claims, including but not limited to legal costs, arising from the Charterers' failure to comply with any of the provisions of sub-clause (a). Should such failure be the sole cause of any delay then, notwithstanding any provision in this Charter Party to the contrary, the Vessel shall remain on hire.

(c) The assumption of the role of carrier by the Charterers pursuant to this Clause and for the purpose of the EU Advance Cargo Declaration Regulations shall be without prejudice to the identity of carrier under any bill of lading, other contract, law or regulation.

Hull Scrub & Propeller
Polish

- 6 *Charterers may request additional intermediate hull scrubs or propeller polishes, "Charterers Additional Hull Scrub & Propeller Polish". Upon Charterers making such a request Owners will make best efforts to arrange this at the next available and suitable port. Charterers shall release the Vessel to Owners who shall pay for all costs associated with the hull scrub and propeller polishes, including but not limited; survey costs, inspection costs, diving costs, cleaning costs and any berth and anchorage costs. Owners will invoice Charterers for the costs with the next monthly hire statement. Owners will provide Charterers with a cost estimate of the operations no later than five (5) days before the operation is due to take place, for Charterers approval. The time spent hull scrubbing and cleaning shall not count as off hire time*

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pursuant to Cl.21 of the Charter Party and Owners shall invoice Charterers for those approved costs with the next monthly hire statement.

Time Bar

- 7 *All claims for additional costs and expenses recoverable by Owners from Charterers pursuant to (i) Clause 7 ("Charterers to Provide"), (ii) Clause 34 ("Additional War Expenses") and (iii) Additional Clause 4 ("Piracy") must be received from Owners by Charterers in writing along with supporting documentation within [90] days of the voyage being completed (where the voyage is deemed to be completed upon completion of discharge and disconnection of hoses at the final discharge port) otherwise Charterer's liability for such costs shall be extinguished*

Anti-Bribery & Corruption

- 8 *Owners and Charterers (either directly or through any of their affiliates', directors, officers, employees, masters, crew members, agents, managers, representatives or parties acting for or on behalf of them or their affiliates) shall:*

a) comply with the applicable laws, rules, regulations, decrees and/or official government orders, including but not limited to the United Kingdom Bribery Act of 2010 as amended and the United States of America Foreign Corrupt Practices Act of 1977 as amended, or any other applicable jurisdiction, relating to anti-bribery and anti-money laundering and that they shall each respectively take no action which would subject themselves or the other to fines or penalties under such laws, regulations, rules, decrees or orders ("Relevant Requirements");

b) not make, offer or authorise, any payment, gift, promise, other advantage or anything of value whether directly or through any other person or entity, to or for the use and benefit of any government official or any person where such payment, gift, promise or other advantage would comprise or amount to a facilitation payment and/or violate the Relevant Requirements;

c) have and shall maintain in place throughout the term of this Charter its own policies and procedures to ensure compliance with this clause, and will enforce them where appropriate;

d) promptly report to the other party any request or demand for any payment, gift, promise, other advantage or anything of value received by the first party in connection with the performance of the Charter; and

e) have the right to audit the other party's records and reports in relation to this Charter at any time during and within seven (7) years after termination of the Charter. Such records and information shall include at a minimum all invoices for payment submitted by the other party along with complete supporting documentation. The auditing party shall have the right to reproduce and retain copies of any of the aforesaid records or information. If there are anti-trust issues with or a party objects to a direct audit, the auditing party may appoint an independent company who is approved by the audited party (such approval not to be unreasonably withheld and to be given within 7 days of the request) to conduct the audit and provide the auditing party with its findings on the audited party's compliance with the Relevant Requirements without disclosing the records or information to the auditing party.

Either Owner or Charterer may terminate the Charter at any time upon written notice to the other, if in their reasonable judgment supported by credible evidence the other is in breach of this clause or such a breach is imminent. The timing of this entitlement (which shall be at the non-breaching party's discretion) is either:

- (i) with immediate effect at any time prior to commencement of loading; or*
- (ii) if the laden voyage has not been completed and the cargo discharged, once the laden voyage has been completed and the cargo discharged.*

This right shall be without prejudice to any other rights the non-breaching party may have in respect of such breach.

Electronic Bills of Lading

- 9 ~~**Notwithstanding anything contained in this charter, Charterers may, at their sole discretion, require the Owner to issue and sign in electronic form and transmit electronically any Bill of Lading to be issued pursuant to clause 13(an "eDoc").**~~

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~~It is expressly agreed that any applicable requirement of law, contract, custom or practice that any Bill of Lading issued pursuant to this charter shall be made or evidenced in writing, signed or sealed, shall be satisfied by such eDoc and the parties agree not to contend in any dispute arising out of or in connection with any eDoc or any eDoc which has been converted to paper that such eDoc is invalid on the grounds that it is not in writing or that it is not equivalent to an original paper document signed by hand, or, as the case may be, sealed.~~

~~Specifically, eDocs systems which shall be used for these purposes include the ESS-Databridge™.~~

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| Compliance Clause | 10 | Notwithstanding anything to the contrary herein, nothing in this charter is intended, and nothing herein should be interpreted or construed, to induce or require either party hereto to act or refrain from acting (or agreeing to act or refrain) in any manner which is inconsistent with, penalised or prohibited under any laws, regulations or decrees of the United Kingdom, EU or the United States of America or other official government rules or requirements applicable to such party which relate to foreign trade controls, export controls, embargoes or international boycotts of any type. |
| SSQA | 11 | This time charterparty is SUBJECT to both the vessel and its technical management passing Charterers' (a) operational vessel inspection; and (b) technical management review, in accordance with Shell Ship Quality Assurance's ('SSQA') quality assurance requirements (the 'Shell Time Charter Assurance Review') to the satisfaction of SSQA. If the outcome of the Shell Time Charter Assurance Review is not satisfactory, the vessel will be rejected and this time charterparty will be void, with no liability incurred by either party. |
| Pumping Warranty Clause | 12 | Owners warrant that the vessel can discharge a full cargo (whether homogenous or multi grade) either within 24 hours, or can maintain a back pressure of 100 PSI at the vessel's manifold and Owners warrant such performance provided receiving facilities permit. The discharge warranty shall only be applicable provided the kinematic viscosity does not exceed 600 centistokes at the discharge temperature required by Charterers. If the kinematic viscosity only exceeds 600 centistokes on part of the cargo or particular grade(s) then the discharge warranty shall continue to apply to all other cargo/grades. If vessel fails to meet this warranty and Charterers suffer a loss then such fully documented loss shall be deducted from hire. |
| HVPQ/Documentation/Plan Clause/Q88 LLC database Clause | 13 | Owners warrant that they shall always keep HVPQ upto date and all information contained therein correct and that any information provided on any questionnaire(s) or any other vessel information/details including Plans provided by Owners and/or Master to Charterers is always complete and correct. Owners further warrant that all information in the Q88 database is correct and that Owners shall store all Plans and Questionnaires the ship has completed/supplied to Charterers during the currency of this extended charter period in the Q88 database Archives. Owners also warrant that should any details provided under this clause change they will immediately advise Charterers and include in such advise intended action to restore vessel to comply with the information supplied. Should Charterers suffer any loss in trading due to a breach of this clause then such documented loss shall be deducted from hire. |
| Shell Lubricants Clause | 14 | When, during the Charter Term, Owner plans to purchase lubricants for the Vessel, Owner shall purchase such lubricants from one of Charterer's affiliated companies whenever they are available at competitive prices. If Owner is offered lower prices by a supplier at the relevant port(s) than those offered by Charterer's affiliated company, then Charterer's affiliated company shall be given the opportunity to review the prices it has offered. Owner shall not be obliged to disclose, directly or indirectly, the identity of any third party which offered such prices. |

~~If, notwithstanding Owner's disclosure of the terms upon which the lubricants were offered, Charterer wishes to seek confirmation of those terms, the parties shall jointly select an accountant registered to practice with the institute of chartered accountants in the jurisdiction where such~~

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~~third party is located, Owner shall disclose the identity of the third party in question and the terms such party has offered, and the accountant shall, without disclosing to Charterer the identity of such third party, confirm to Charterer whether or not the terms upon which such third party has offered are, considered more favorable than the terms offered by Charterer's affiliated company.~~

ETS (Emissions Trading
System) Clause for Time
Charter Parties

15

Notwithstanding any other provision whatsoever in this charter, Owners and Charterers expressly agree as follows:

“Emission Scheme” means a greenhouse gas emissions trading scheme which for the purposes of this clause shall include the European Union Emission Trading System and other similar systems imposed by applicable lawful authorities that regulate the issuance, allocation or trading of Emission Allowances; and

“Emission Allowances” means an allowance, credit, quota, permit, tax, or equivalent, representing a right to emit a specified quantity of CO₂ emissions and required for compliance with the Emission Scheme.

“GHG Emissions” means any emissions into the atmosphere of carbon dioxide and/or greenhouse gas(es) (including black carbon and/or particulate matter) emitted by the Vessel or otherwise arising out of or in connection with the Vessel, its flag, design, engines and equipment, operation, fuel consumption (liquid fuel oil (LSMGO, VLSHFO), gas fuel or any type of Boil-Off), trade or any cargo carried under the charter.

- (a) Owners and Charterers shall co-operate and exchange all relevant data and information in a timely manner to facilitate compliance with any applicable Emission Scheme and enable the Parties to calculate the amount of Emission Allowances in respect of the Vessel that must be surrendered to the authorities of the applicable Emission Scheme for the period of the Charter Party.
- (b) Owners shall be responsible for monitoring and reporting the relevant GHG Emissions of the vessel for verification by an independent and accredited verifier (as appropriate) in accordance with the applicable Emission Scheme.
- (c) (i) Throughout the Charter Party period, Charterers shall provide and pay for the Emission Allowances corresponding to the Vessel's emissions under the scope of the applicable Emission Scheme:
 - (1) Within forty-eight (48) London working hours of the completion of a voyage subject to an Emission Scheme, Owners shall notify Charterers in writing (by email or as otherwise requested) of the corresponding quantity of Emission Allowances applicable for the subject voyage; and
 - (2) No later than fourteen (14) days prior to the expected date of redelivery Owners shall notify Charterers in writing of the estimated quantity of Emission Allowances for the final month or part thereof.
- (ii) Owners' notifications in subclause (c)(i) shall include the relevant calculations and the data used to establish the quantities.
- (iii) Owners and Charterers shall then try in good faith to agree the amount of Emissions Allowances which are for Charterers' account, always subject to the end of calendar year (or end of time Charter Party period, or other applicable period, if earlier) final reconciliation. After the final reconciliation, Charterers shall transfer the appropriate cash equivalent amount of Emissions Allowances to Owners' nominated bank account in reasonable time to allow the Owners sufficient time in which to make the transfer or payment required under the relevant Emissions Scheme. In the case of the EU scheme, it is understood that usually the reconciliation should be made in January – March for the previous year, and the surrender of Emission Allowances should be made in April (subject to a grace period / extension until September whilst the new Emission Scheme is being introduced).
- (iv) During any period of off-hire, Charterers shall have the right to offset against any Emission Allowances due or require Owners to return a cash equivalent quantity of Emission

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March 17 Update (*incorporating ST4 Version 1.2 plus additional clauses*)

Allowances equal to the emissions that Charterers would otherwise have been responsible for, had the Vessel remained on hire.

- (v) Likewise, where the requirement to purchase Emission Allowances arises as a result of Owners' use of the Vessel, or Owners' purposes, or as a result of the Vessel's under-performance of the Charter Party warranties (including but not limited to speed and performance), or other breach of the Charter Party or deviation, the cost of the Emission Allowances shall be for Owners' account (or shared pro rata as may be appropriate).
- (d) Where the applicable Emission Scheme allocates to the vessel any free Emissions Credits and/or exemptions or discounts towards any proportion of Emission Allowances due for any relevant period of reporting, the same shall be off-set to the extent permitted under the applicable Emission Scheme against the Emission Allowances falling for Charterers' account.
- (e) Upon early termination of the Charter Party as a result of a breach by Owners or their insolvency, the Charterers may elect that (1) any obligation they have to transfer a cash equivalent of Emission Allowances, and (2) any payment obligation of the Owners to them, shall be discharged, or reduced, to the extent that the value of such obligations (as determined by Charterers) off-set each other.

At all times whilst the carbon intensity index requirements under MARPOL Annex VI ("CII") is in force, Owners shall comply with the requirements of the "Ship Energy Efficiency Management Plan" and monitor the Vessel's operational carbon intensity (in accordance with CII) and inform Charterers promptly of any necessary operational measures ("CII Corrective Measures") and any reasonable operational measures ("CII Corrective Recommendations") to allow the Vessel to maintain an "Attained Annual Operational CII" rating ("CII Rating") of at least "C".

Carbon Intensity Index (CII)

- 16 Subject to Owners providing accurate and timely reports of CII Corrective Measures and CII Corrective Recommendations to Charterers in writing, Charterers shall only be obliged to make best endeavours to give all requisite instructions and sailing directions so that the Vessel is able to achieve or maintain a CII Rating of at least "C".

However, Owners further acknowledge and understand that the nature of the Charterer's fuel programming requirements and Government service obligations may mean that the Charterer cannot trade the vessel in such a fashion as to ensure achieving or maintaining a CII Rating of at least "C". In such circumstances, the Charterer shall be discharged from any and all liability for any such failure, including but not limited to redelivery of the Vessel at the end of the Charter period below a CII Rating of at least "C".

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<u>Safety and Environmental Monthly Reporting Template</u>	Return to:
	Charterers marked for the attention of:
	Fax:
	Phone:
	Email:

Time Chartered Vessel Name	
Management Company	
Month	

OIL SPILL INCIDENTS (Any amount entering the water) Approximate volume in barrels and brief details	
ANY OTHER INCIDENTS resulting in or having potential for injury, damage or loss	

FOR DEFINITIONS OF INCIDENT CLASSIFICATION AND EXPOSURE HOURS PLEASE SEE OIL COMPANIES INTERNATIONAL MARINE FORUM (OCIMF) BOOKLET "Marine Injury Reporting Guidelines" (February 1997) or any subsequent version, amendment, or variation to them

A. No. Of crew:	
B. Days in month / period:	
EXPOSURE HOURS (A x B x 24):	

LOST TIME INJURIES (LTI'S) including brief details / any treatments

TOTAL RECORDABLE CASE INJURIES (TRC'S) including brief details / any treatments

PLEASE CONFIRM YOUR RETURN CONTACT DETAILS:

Name:
Phone:
Fax:
Email:

Return for each calendar month – by 10th of following month.

<u>Safety and Environmental Monthly Reporting Template</u>	Return to:
	Charterers marked for the attention of:
	Fax:
	Phone:
	Email:

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Time Chartered Vessel Name	
Management Company	
Month	

Notes : Please enter zero i.e. "0" where any amount is nil (rather than entering "Nil" or N/A")
Please do not enter a % sign in the entry boxes for Fuel Sulphur content i.e. if it is 3% then just enter "3".
Cargo loaded for LNG vessels should also be reported as tonnes and not as m³.
If not possible to measure your refrigerants accurately by weighing, please use best estimate.

Monthly Consumption – Fuel Oil mt	
Sulphur content of Fuel Oil (percentage weight)	
Monthly Consumption – Diesel and/or Gas Oil mt	
Monthly Consumption (LNG ships only) – Fuel Gases mt	

Monthly Distance Steamed	
Monthly Cargo Loaded – mt	

Halon Release – (ltrs)	
Refrigerant Gas – Type	
Refrigerant Gas – ROB carried fwd from end last month (kgs)	
Refrigerant Gas – Received (kgs)	
Refrigerant Gas Consumption – (kgs)	
Refrigerant Gas – ROB end of this month (kgs)	

Garbage Disposal m3 – At Sea	
Garbage Disposal m3 – Incinerated on Board	
Garbage Disposal m3 – Sent Ashore	

OIL SPILL INCIDENTS (Other than those entering the water) Approx. volume & brief details	
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Return for each calendar month – by 10th of following month.

MOD RIDER CONDITIONS

1. DEFINITIONS

- 1.1 In the Contract (as defined below) the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:
- a. 'Articles' means all goods (excluding Services) which the Contractor is required under the Contract to supply;
 - b. 'the Authority' means the Secretary of State for Defence, acting on behalf of the Crown
 - c. 'business day' means any day excluding:
 - i) Saturdays, Sundays and public and statutory holidays in the jurisdiction of either party;
 - ii) privilege days notified in writing by the Authority to the Contractor at least 10 business days in advance; and
 - iii) such periods of holiday closure of the Contractor's premises of which the Authority is given written notice by the Contractor at least 10 business days in advance;
 - d. 'Cargo' for the purpose of this Contract will mean the Authority supplied fuel types that are to be transported, as specified in the Statement of Work at Annex A to the Rider Conditions. All fuel transported under this Contract shall remain the property of the Authority at all times and in all circumstances. The Contractor shall have no title thereto and shall create no lien or charge, nor permit any lien or charge to be created on the property of the Authority.
 - e. 'Central Government Body' means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
 - i) Government Department;
 - ii) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
 - iii) Non-Ministerial Department; or
 - iv) Executive Agency.
 - f. 'Charterer' shall mean the Authority.
 - g. 'the Contract' means the agreement concluded between the Authority and the Contractor, including the Shelltime4 Charter Party, these Rider Conditions, all Annexes, the Statement of Requirements, all specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement;
 - h. 'Contractor Deliverables' means the services to be provided in accordance with the Statement of Requirements (StOR) at Annex A.
 - i. 'the Contract Price' means the price exclusive of Value Added Tax, payable to the Contractor by the Authority under the Contract for the full and proper performance by

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the Contractor of his part of the Contract as determined under the provisions of the Contract;

- j. 'the Contractor' shall include the vessel Owner, vessel master and any designated representative or crew and means the person who, by the Contract, undertakes to supply the Articles, or perform the Service, or both for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
- k. 'the Commercial Officer' means the authority so designated in the Contract;
- l. 'CP&F' means the Authority's Contracting, Purchasing and Finance electronic procurement tool;
- m. 'EXOSTAR' means the platform provider for the Authority's Contracting, Purchasing and Finance (CP&F) electronic procurement tool;
- n. 'F-44' mean Turbine Fuel Aviation: High Flash type with Fuel System Icing Inhibitor;
- o. 'F-76' means Naval Distillate Fuel;
- p. 'F-75' means Naval Distillate Fuel;
- q. 'F-35' means Aviation Fuel (AVTUR) and F-35 (AVTUR) blended with Sustainable Aviation Fuel;
- r. 'F-54' means MT DIESO FAME Free (DIESO MT);
- s. 'F-67' means Unleaded Petrol (ULGAS).
- t. 'Firm Price' means a price, agreed for the Articles or Services, or both, which is not subject to variation;
- u. 'Fuel' means the Fuel that Contractor shall transport in accordance with the Statement of Requirement (StOR) at Annex A;
- v. 'loss' includes damage or destruction;
- w. 'Government Furnished Assets' (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
- x. 'Government Furnished Resource' (GFR) means MOD personnel loaned to the Contractor in connection with the Contract by or on behalf of the Authority;
- y. 'Government Furnished Information' (GFI) means information or data issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

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- z. 'Government Furnished Facilities' (GFF) means buildings, parts of buildings, sites and other infrastructure issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
 - aa. 'month' means calendar month;
 - bb. 'NCHQ Fuel Ops' means Navy Command Head Quarters Fuel Operations;
 - cc. 'NPD Loch Striven' means NATO Petroleum Depot Loch Striven;
 - dd. 'OFD' means Oil Fuel Depot;
 - ee. 'person' includes any legal or natural person or persons;
 - ff. 'Project Manager' and 'Equipment Support Manager' mean the authority so designated in the Contract;
 - gg. 'Representative of the Authority' in any provision of the Contract means the person duly authorised by the Authority to act for the purposes of the provision and identified in the Contract or in any subsequent notice to act for the purposes of the provision;
 - hh. 'Statement of Requirements' means that part of the Contract which identifies, either directly or by reference, the Articles, Services or Contract Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Article, Service or Contract Deliverable;
 - ii. 'Services' means all services (excluding the supply of Articles) which the Contractor is required under the Contract to perform or to fulfil;
 - jj. 'Vessel' means the ship that is chartered to the Authority under the terms of the SHELLTIME4 and Rider Clauses;
 - kk. the masculine includes the feminine and vice versa and words importing the neuter include the masculine and the feminine;
 - ii. all singular includes the plural and vice versa.
 - ll. Where BS/EN/ISO 9000 or documents in the AQAP 100 series form part of the Contract either by reference in the special conditions or as invoked by such Defence Standards (DEF-STANS) in the 05-90 series as are called up as part of the Contract, the following provisions shall also have effect:
 - i. 'the Purchaser' means 'the Authority';
 - ii. 'the Purchaser's Representative' means 'the Representative of the Authority';
 - iii. 'the Project Management Authority' or 'Progress Authority' means the authorities so designated in the Contract.
 - mm. "LS" means the Large Ship as defined in the Statement of Requirements (StOR) at Annex A;
- 1.2 References to any enactment, order, regulation, or other similar instrument shall be construed as a reference to the enactment, order, regulation, or instrument as amended or consolidated by any subsequent enactment, order, regulation, or instrument.

- 1.3 The heading to any Contract condition shall not affect the interpretation of that condition.
- 1.4 Any decision, act, or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by any person authorised, either generally or specifically, by the Authority to take or do that decision, act, or thing on behalf of the Authority.
- 1.5 Unless excluded within the terms of the Contract or where required by law:
 - a. references to submission of documents in writing shall include electronic submission; and
 - b. any requirement for a document to be signed or references to signatures shall be construed to include electronic signature, provided that a formal method of authentication as agreed between the parties is employed and the agreed method recorded in the Contract.

2. PRECEDENCE OF CONDITIONS

- 2.1 The Rider Conditions in this document are in addition to, and supplement the Conditions contained in the Charter Party (Shelltime4) Agreement. In the event of conflict or contradiction between the conditions, precedence shall be given as follows:
 - a. These Rider Conditions;
 - b. the Statement of Requirements;
 - c. Charter Party (Shelltime4) Conditions

3. LAW

- 3.1 The Contract shall be considered as a contract made in England and subject to English Law.
- 3.2 Other jurisdictions may apply solely for the purpose of giving effect to this Condition and for the enforcement of any judgement, order or award given under English jurisdiction.

4. SCOPE OF CONTRACT

- 4.1 The Contractor will undertake work as defined in these Rider Conditions, the SHELLTIME4 and in accordance with the Statement of Requirement (StOR) detailed at Annex A to the Rider Conditions.
- 4.2 In order to provide cost effective support to overseas bases and operations, there is a regular and enduring requirement to deliver a variety of fuel types to locations in the UK and worldwide. Some of these requirements are scheduled into an annual programme, whilst others are ad hoc, short notice requirements as a result of contingent operations.

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Subject to the rights and exceptions detailed elsewhere in this Contract, Charterers have the right to trade the vessel world-wide. Contractors' have the right to veto voyages that include ports in any of the following countries, Israel, Cuba, Iran, Sudan, Somalia, Yemen, Turkish Occupied Cyprus, North Korea, Niger Delta and Bonny River and EU/UN/US or flag state sanctioned countries.

5. CONTRACT CHARTER DURATION

- 5.1 The Contractor shall commence contract lead in activities upon the date at which the Offer of Contract - DEFFORM 8 is signed by both parties. The period of Charter detailed at Annex A will commence at 00:01 GMT on the 01 December 2024 and will operate for a period of 5 years until 23:59 on the 30 November 2029. The Contract shall terminate without notice at the end of the five-year period
- 5.2 If at the time this charter would otherwise terminate in accordance with Clause 4 of the SHELLTIME4 the vessel is on a ballast voyage to a port of redelivery or is upon a laden voyage, Charterers shall continue to have the use of the vessel at the same rate and conditions as stand herein for as long as necessary to complete such ballast voyage, or to complete such laden voyage and return to a port of redelivery as provided by this charter, as the case may be.

6. SAMSON POST

- 6.1 At the earliest opportunity after the commencement of the Contract and during the life of the Contract the Contractor will install, a Samson post in accordance with the Statement of Requirements (StOR) at Annex A para 73 to 75 to enable Replenishment at Sea to be undertaken. The cost of the installation, maintenance and removal of the Samson Post will be submitted to the Authority prior to installation and upon agreement with the Authority the costs of installation will be recovered by the Contractor in accordance with Condition 14.
- 6.2 The Contractor shall be responsible for the installation, testing, maintenance and removal of the Samson Post.
- 6.3 Upon recovery of the costs of Installation the Sampson Post shall become property of the Authority and shall be treated as a Government Furnished Asset in accordance with Rider Condition 48, Accounting for Property of the Authority.
- 6.4 Any costs for maintenance and testing will be agreed with the Authority and recovered by the Contractor in accordance with Rider Condition 14.
- 6.5 Samson Post Removal – The Contractor shall, during the final week of the Contract duration (within 1 week prior to the end of the Contract duration) or as otherwise advised by the Authority remove the Samson Post from the Vessel. The Samson Post from the Vessel will be returned to the Authority at an agreed location. The cost for the removal of the Samson Post will be submitted to the Authority prior to removal and upon agreement with the Authority the costs of removal will be recovered by the Contractor in accordance with Condition 15.

7. QUALITY

- 7.1 The Contractor shall ensure that Quality is managed and that procedures are sufficiently robust to ensure that the services supplied to the Authority will be of continual high quality throughout the duration of the Contract.
- 7.2 Although not requiring a certified Quality management system to ISO 9001, the Contractor must apply the Quality management principles of ISO 9001 customer focus, leadership, engagement of people, process approach, improvement, evidence-based decision making and relationship management.
- 7.3 In addition, the Contractor must comply to:
- a. International Safety Management (ISM) Code
 - b. Defence Standard 91-066 (latest issue) – The Segregation, Handling and Quality Assurance of Petroleum Fuels, Lubricants and Associated Products.
 - c. Clause 28 to the Rider Clauses – Access and Facilities to be provided by the Contractor

8. NATIONALITY

- 8.1 To meet local security requirements, the vessel to be operated under British origin flag (includes Gibraltar and Isle of Man). British Flagged includes any vessel registered in British territory, including Isle of Man and Channel Islands, and any nation whose Head of State is the King.
- 8.2 To meet Operational Security requirements, the officers and crew of the LS must all be of British Nationality. The Authority would consider a temporary non-British crew member from a NATO/EU or Commonwealth member-state on a case-by-case basis. Any instance of dual/multiple nationality must also be declared.
- 8.3 For the SS vessel, a complement of NATO/EU/Commonwealth is suitable for the duration of the Contract.
- 8.4 Citizens of the following nations will not be considered suitable:
- d. Russia
 - e. Belarus
 - f. Peoples Republic of China
 - g. North Korea
 - h. Iran
 - i. Syria

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- 8.5 The Contractor is to ensure that the officers and crew of both ships are to be fully trained and competent to undertake the Authority's tasking throughout the contract period.
- 8.6 To ensure clear communication and full, safe and effective fuelling operations, there is a requirement all crew members involved in fuelling operations to be fluent in English. Those crew members should meet the International English Language Testing System (IELTS) as detailed below:

Part of Requirement	Desirable	Essential
PJOBS	For all members of the crew, IELTS Level 8 in listening and speaking is required. IELTS Level 8 in reading and writing is only required for the Master and Mate.	For all members of the crew, IELTS Level 6 in listening and speaking is required. IELTS Level 6 in reading and writing is only required for the Master and Mate.
OFDs, Souda Bay and JEF(M)	For all members of the crew involved in fuelling ops: Listening: IELTS Level 9 - Expert User Speaking: IELTS Level 9 - Expert User Reading: IELTS Level 9 - Expert User Writing: IELTS Level 9 - Expert User	For all members of the crew involved in fuelling ops: Listening: IELTS Level 6 - Competent User Speaking: IELTS Level 6 - Competent User Reading: IELTS Level 6 - Competent User Writing: IELTS Level 6 - Competent User

9. VESSEL DELIVERY AND REDELIVERY

Vessel Delivery

- 9.1 Pursuant to SHELLTIME4 Clause 4 (d), The Contractor shall deliver the Vessel at the pilot station at a port in the range: United Kingdom or Continent Gibraltar/ Hamburg range or Mediterranean, not east but including Cyprus. The Vessel shall be delivered free of cargo and slops and ensuring that the last three cargoes, prior to charter, must have been clean, unleaded petroleum products which have additionally not been intentionally blended in any quantity with FAME (Fatty Acid Methyl Ester), synthetic fuels or Bio-fuels. Incidental contamination with previous cargoes, synthetic Fuels, FAME, MTBE, ETBE, Oxygenates shall be mitigated by the provider using tank cleaning/COG (Change of Grade) procedures in accordance with EI HM 50 Guidelines for the cleaning of tanks and lines for marine tank vessels carrying petroleum and refined products requirements (latest edition).

Vessel Redelivery

- 9.2 The Vessel shall be redelivered to the Contractor, at a port within Portugal / UK / Poland / Med / Turkey range. Redelivery port to be advised by owners no later than

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60 days prior to the end of the contract period. Owner shall take into account the scheduled location of the Vessel to ensure that the redelivery port is achievable within the timeframe. Authority will confirm that such location is acceptable within 14 days of such notification and that the vessel will be free of Cargo and where feasible slops. If vessel is redelivered with slops on board cost for slops disposal will be charged to the Authority.

10. BUNKER FUEL

- 10.1 The Authority will pay for bunkers Received-on-Board (ROB) upon delivery of the vessels and the Contractor will pay for bunkers Remaining-on-Board (ROB) upon re-delivery of each vessel.
- 10.2 The Contractor shall co-ordinate its own fuel bunkering in consultation with the Authority.
- 10.3 Bunker fuel may be supplied either by the Authority as set out in Condition 10.4, or procured by the Contractor as set out in Condition 10.5, for use by the vessel.
- 10.4 F-76 Bunker Fuel supplied by the Authority. The Authority's representative shall advise the Contractor of the volume of the fuel that it intends to supply as bunker fuel, also including any relevant certification possessed by the Authority. The Authority's representative shall liaise with the Contractor to agree the timing of the delivery. Prior to the commencement of the delivery, the Contractor shall perform any tests that he considers necessary to ensure that the fuel is of appropriate quality, identifying whether any additives are required. If the Contractor is not content with the quality of the fuel that is to be supplied following these tests, he shall inform the Authority's representative immediately. Fuel supplied by the Authority shall remain the property of the Authority; however, the Contractor shall be responsible for the safe custody of the fuel whilst it is on board the vessel. Should the Contractor detect any problems with contamination or deterioration of the fuel he shall immediately advise the Authority's representative and seek further instructions.
- 10.5 MGO/Fuel Oil Bunker Fuel supplied by the Contractor. Bunker Fuel shall also be supplied by the Contractor, as instructed by the Authority's representative. Where such instruction is provided, the bunker fuel shall be ordered and paid for by the Contractor and reimbursed by the Authority in accordance with Rider Clause 13.

10.6 Not Used

10.7 Not Used

11. PRICING

- 11.1 The Firm Price daily charter rate payable for the contract duration shall be in accordance with the Pricing Table detailed below. The daily charter rate shall apply to any subsequent replacement vessel for the duration of the Contract.

PRICING TABLE 1 – Large Ship

CONTRACT YEAR	DURATION	FIRM PRICE DAILY CHARTER RATE (UK Pounds Sterling)
YEAR 1	01/12/2024 – 30/11/2025	REDACTED
YEAR 2	01/12/2025 – 30/11/2026	REDACTED
YEAR 3	01/12/2026 – 30/11/2027	REDACTED
YEAR 4	01/12/2027 – 30/11/2028	REDACTED
YEAR 5	01/12/2028 – 30/11/2029	REDACTED

11.2 The Firm Price daily rate shall be inclusive of all costs including but not limited to any UK Customs and Excise or other duty payable and any overtime costs. The Contractor shall not make any claim for drawback of UK import duty on any portion of the Articles supplied which may be for shipment overseas.

12. INVOICING

12.1 The Authority will, using its electronic payment system CP&F, raise a Single Purchase Order (SPO) in advance at the start of each calendar month for the Charter costs based on the applicable daily charter rate. The value of the invoice shall be calculated by multiplying the applicable daily charter rate defined at Condition 11 Pricing, by the number of days in the calendar month to which the invoice is applicable. The Contractor shall raise an invoice in CP&F.

13. INVOICING PROCESS IN RELATION TO BUNKER FUEL PROVIDED BY THE CONTRACTOR

13.1 Due to the nature of the bunker fuel pricing mechanism, the Authority and Contractor are required to carry out the electronic payment actions retrospectively. The Authority shall use its CP&F system to make payment. Due to the tolerance in volumes, the Authority and Contractor are required to carry out the CP&F actions retrospectively. The Contractor shall submit an email copy of a “NOT FOR PAYMENT” invoice to the Authority, with all associated documents in support of the invoice to enable the Authority to raise a Standard Purchase Order, retrospectively on CP&F. The Authority will review the invoice. Following agreement between the Authority and Contractor of the value on the “NOT FOR PAYMENT” invoice the Authority shall raise a Standard Purchase Order on CP&F and inform the Contractor that this action has been completed. The Contractor shall then be required to submit an invoice via EXOSTAR that will match the Standard Purchase Order on CP&F and payment made automatically by the system.

13.2 The “NOT FOR PAYMENT” invoice shall detail the quantity (m³ or metric tonnes) of fuel received on board, the unit (m³ or metric tonne) price paid. The Contractor shall submit copies of all original invoices as evidence of the cost of the fuel received.

13.3 The “NOT FOR PAYMENT” invoice shall be submitted in United States Dollars (USD)

\$. All payments in respect of this Clause 13 shall be made in USD.

- 13.4 "NOT FOR PAYMENT" invoices shall be submitted via email to desldchgmgt-dfap-opsmgr@mod.gov.uk

14. INVOICE PROCESS FOR RECOVERY OF SAMSON POST INSTALLATION/ REMOVAL COSTS

- 14.1 Upon completion of the Samson Post Installation / Removal in accordance with Condition 6 the Contractor shall submit an email copy of a "NOT FOR PAYMENT" invoice to the Authority, with all associated documents in support of the invoice to enable the Authority to raise a Standard Purchase Order, retrospectively on CP&F. The Authority will review the invoice. Following agreement between the Authority and Contractor of the value on the "NOT FOR PAYMENT" invoice the Authority shall raise a Standard Purchase Order on CP&F and inform the Contractor that this action has been completed. The Contractor shall then be required to submit an invoice via EXOSTAR that will match the Standard Purchase Order on CP&F and payment made automatically by the system.
- 14.2 The "NOT FOR PAYMENT" invoice shall detail the charges and the price paid in UK Pounds Sterling (£). The Contractor shall submit copies of all original invoices as evidence of the cost of charges.
- 14.3 "NOT FOR PAYMENT" invoices shall be submitted via email to desldchgmgt-dfap-opsmgr@mod.gov.uk

15. PAYMENT

- 15.1 Payment for the daily charter rate will be made by electronic transfer via CP&F, monthly in advance. Payment of the Bunker Fuel and relevant Port Fees will be made via CP&F. Prior to submitting any claims for payment under clause 15.2 the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- 15.2 Where the Contractor submits an invoice to the Authority in accordance with clause 15.1 the Authority will consider and verify that invoice in a timely fashion.
- 15.3 The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- 15.4 Where the Authority fails to comply with clause 15.2 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 15.3 after a reasonable time has passed.
- 15.5 The approval for payment of a valid and undisputed claim for payment by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

- 15.6 Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

16. PAYMENT OF SUBCONTRACTORS

- 16.1 Where the Contractor enters into a subcontract with a supplier or contractor for the purpose of performing the Contract, he shall cause a term to be included in such subcontract which requires payment to be made to the supplier or contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the subcontract requirements.

17. INSURANCE AND INDEMNITY

- 17.1 The Contractor will ensure that they shall hold and maintain any statutory insurance required by relevant regulations and Law.
- 17.2 The Contractor shall procure the maintenance of adequate Protection and Indemnity Insurance (P&I) via a mutual entry in an International group P&I Club.
- 17.3 The Contractor shall fully indemnify the Authority against any damage, loss or injury, including loss of life suffered by the Authority, or any third party, howsoever caused by the Contractor in discharging his obligations under the Contract.

18. CARGO FUEL QUALITY AND FUEL TESTING

- 18.1 The Contractor is fully responsible for maintaining the quality of Fuel that is on-board the vessel, at all times in accordance with the Statement of Requirements at Annex A.
- 18.2 The Vessel Master, or their designated representative shall act as the Authority's authorised representative in respect of the quality management of the fuel. They shall observe sampling and testing of the fuel during loading. For F-76, the Master's designated representative shall take representative samples of the fuel and conduct Appearance and Filter Blocking Tendency (FBT) testing in accordance with IP 387 Procedure A at the start of loading, and at intervals during loading.
- 18.3 To enable the FBT testing to be undertaken the appropriate testing kits in the form of a Defence Fuel Testing Kit (DFTK) will be provided by the Authority as Government Furnished Assets (GFA). The Authority will ensure that the appropriate training is undertaken in the use of the DFTK and will have a programme in place to ensure the maintenance and repairs of the DFTK's.
- 18.4 In the event that it is determined that the quality of any delivered Fuel does not meet the required specification, then the Authority shall commence an investigation into establishing responsibility.

- 18.5 If it is established that the Contractor is at fault and the rejected fuel Cargo cannot be used for any other purpose and must be disposed of, then the Authority will reserve the right to claim against the Contractor for the purchase value of the cargo and for the Cargo to be removed at the Contractor's risk and expense.

19. DRY DOCKING

- 19.1 If the Contractor intends to dry dock the vessel during the period of the Contract, the periods of dry docking are detailed at Annex B to the Rider Conditions. The Contractor is to advise the Authority of any proposed changes to the dry dock schedule.

20. BROKER'S COMMISSION

- 20.1 Commission of 1.25% (large tanker) 2.5% (small tanker) is payable by the Contractor to Braemar Shipbroking Limited on hire earned and paid under this Contract.

21. PERFORMANCE MANAGEMENT MEETINGS

- 21.1 The Authority will require quarterly performance management meetings, in addition to ad hoc meetings as required.
- 21.2 Two (2) months after the award date, and at 3 monthly intervals thereafter, a meeting will be held and attended by the Contract Manager, other staff deemed appropriate by the Authority and the appropriate Contractors representatives. The meeting will review and discuss the performance (against the Key Performance Indicators (KPIs)) of the Contractor during the previous calendar months and also address any issues, and review the risks, or additional agenda items identified by the Supplier and/or the Authority.
- 21.3 If the Authority is content with the progress and performance of the Contractor after a 6 month period after the award date, the authority will maintain the quarterly meetings. Otherwise, the regularity of meetings may be increased. The quarterly meetings will continue to review the agenda items previously monitored at the monthly performance management meetings while also undertaking a review of the KPIs detailed more strategic view of the contract.
- 21.4 The Authority may require additional ad-hoc meetings as required. All meetings will be held at MoD Abbey Wood unless otherwise agreed.

22. MANAGEMENT INFORMATION DELIVERABLES

- 22.1 The Contractor shall supply monthly statistics for the previous month to the Authority no later than the 10th day of the month. The Contractor shall provide the Authority with a summary of all deliveries made, broken down by:
- a. Volumes/fuel types delivered
 - b. Locations of delivery
 - c. Dates of delivery

- d. Discrepancies between delivery and order

22.2 The Contractor shall also provide Third Party Charter Management Information to the Authority no later than the 10th day of the month in accordance with Rider Condition 23.17 Third Party Chartering.

22.3 The Contractor shall also provide the following information to the Authority each day in order for the Authority to monitor laden and ballast consumption rates in accordance with Clause 24 of the Shelltime4 Agreement:

- a. Date
- b. Position
- c. At sea/origin port
- d. Bunkers
- e. Change from previous day
- f. If in port, load or discharge
- g. If at sea, laden or in ballast
- h. Current speed
- i. Direction
- j. Wind State
- k. Sea State

23. THIRD PARTY CHARTERING

23.1 The Authority reserves the right to Third Party Charter the vessel during the period of the Contract.

23.2 The procedure detailed in this Condition 23 details the manner in which the sub-let (Third Party Charter) of the Vessels, under the rights detailed in SHELLTIME4 Condition 18, shall be accomplished and how monies generated by such third party business shall be allocated.

23.3 In this Condition, the following abbreviations are used:-

- a. NC - Navy Command HQ
- b. REDACTED (REDACTED) – Contractor name

23.4 The Authority shall confirm to REDACTED, as soon as is reasonably possible, that a 'window of opportunity' exists where the vessel is not going to be utilised by the Authority and is thus available for Third Party Chartering. This will state the time and location of last port of discharge and if known the time and location of the next port the Vessel is required for Authority business.

23.5 Upon receiving this notification, and subject to the conditions set out in this Condition 23, subject to the Authority's approval REDACTED will operate autonomously and will have full authority to enter into agreements with Third Party Charterers and sign on behalf of the disponent owner (MoD). This Condition shall constitute an authority being

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given by the disponent owners (MoD) to REDACTED in the regard of Third Party Chartering as defined in this Condition 23.

- 23.6 To meet MOD fuel cleanliness requirements, REDACTED shall be responsible for ensuring that the last three cargoes loaded are clean unleaded petroleum products which have additionally not been intentionally blended in any quantity with FAME (Fatty Acid Methyl Ester), synthetic fuels or Bio-fuels. Incidental contamination with previous cargoes, synthetic Fuels, FAME, MTBE, ETBE, Oxygenates shall be mitigated by the provider using tank cleaning/COG (Change of Grade) procedures in accordance with EI HM 50 when the vessel is returned to Authority usage at the end of the third party charter period. Should REDACTED have any queries about the acceptability of a cargo they must seek prior approval from the Authority's representative.
- 23.7 The Vessels shall not be Third Party Chartered to any Third Party Charterer domiciled in the following locations: Afghanistan, Armenia, Azerbaijan, Argentina, Belarus, Benin, Burkina Faso, Myanmar, Cape Verde, Central African Republic, Cuba, Democratic Republic of Congo, Democratic People's Republic of Korea, The Gambia, Ghana, Guinea, Guinea Bissau, Hong Kong Special Administrative Region, Iran, Iraq, Ivory Coast, Krygyzstan, Lebanon, Liberia, Libya, Macao, Mali, Niger, Nigeria, People's Republic of China, Republic of Guinea, Russia, Senegal, Sierra Leone, Somalia, Sudan, South Sudan, Syria, Togo, Ukraine, Venezuela, Yemen, Zimbabwe or associated with the organisations of ISIL or Al-Qaida or any other country restricted due to sanctions as per embargoes and sanctions at www.gov.uk.
- 23.8 The Vessel shall not be traded in Ice without the Authority's express approval.
- 23.9 The Authority withholds the right to amend the detail at 23.7, as and when necessary, via formal notification to REDACTED's representative. Should any doubt exist as to the suitability of a Third Party Charterer, REDACTED must seek approval with the Authority's representative prior to any commitment being made.
- 23.10 Should REDACTED believe that an opportunity exists beyond these boundaries that is viable under the Authority's operational restrictions, they must seek approval from the Authority's representative, which will be given by exception to these limits.
- 23.11 Upon the Authority making the vessel available to REDACTED for Third Party Chartering the Vessel shall be delivered with full bunker tanks wherever possible, and free of any Authority cargo.
- 23.12 REDACTED shall receive a payment of 2.5% of the gross freight, dead freight and demurrage for each Third-Party Charter, as a management fee for their work. For the avoidance of doubt this will cover the following activities:
- a. - Marketing the vessel to the broker community
 - b. - Monitoring the market to ensure the vessel gets best value freights
 - c. - Offering and Working the Vessel for cargoes
 - d. - Paying Port Costs
 - e. - Paying Bunkers fees
 - f. - Undertaking operations for the vessel/voyages

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- g. - Ensuring that the freight is paid/credit control
- h. - Calculating and issuing any demurrage claims
- i. - Paying broker and address commissions
- j. - Paying any ancillary expenses that are due, e.g. shifting costs, local taxes
- k. - Drawing up full voyage expenses/revenue/accounts for the Authority for each voyage and providing a summary of these on a monthly basis to the Authority's representative.

23.13 In order to facilitate the payment of costs associated with the Third Party Chartering of the vessel, REDACTED shall finance the costs of the initial Third Party Charter voyages themselves, including paying for port costs and any necessary bunkering. As a result REDACTED shall retain the value of Third Party Charter freights until these amounts have been recovered and a sum total up to a maximum value of \$150,000 (One Hundred and Fifty Thousand US Dollars) is accumulated as working capital. This working capital shall be used to fund further Third Party Charters of the vessels, noting that the maximum value is not to be exceeded.

23.14 Following the expiry of this Contract, the \$150,000 (One Hundred and Fifty Thousand US Dollars) working capital, or any other sum that has been accumulated as working capital, shall be released back to the Authority within 30 business days of the final reconciliation of all Third Party Charter freights, which should in any case be no more than 90 business days following the expiry of the Contract.

23.15 Once the sum referenced in Condition 25.11 is accumulated, the net of freight, dead freight and demurrage less all voyage costs (Including commissions) shall be due to the Authority.

23.16 All freight shall be initially be paid into a nominated REDACTED account. On completion of a voyage, REDACTED will produce a final reconciliation of the voyage, showing all costs and income. In this connection, REDACTED will calculate and recover, in addition to the freight, any demurrage due, alternatively confirming that no demurrage has been incurred by Charterers. The Authority's representative shall be provided with a monthly report summarising this information for all voyages undertaken in that calendar month.

23.18 On completion all monies due will either be transferred to the Authority's nominated account.

23.19 It is understood by both parties that REDACTED have no liability to the Authority if the vessel is not returned to the Authority's service by the date requested due to delays outside of REDACTED's control during Third Party Chartering.

24. ISSUED PROPERTY

24.1 All Issued Property is detailed at Annex C to the Rider Conditions shall remain the property of the Authority. It shall be used in the execution of the Contract and for no other purpose, without the prior approval in writing of the Authority.

24.2 Neither the Contractor, nor any subcontractor, nor any other person, shall have a lien on Issued Property, for any sum due to the Contractor, subcontractor or other person,

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and the Contractor shall take all such steps as may be necessary to ensure that the title of the Authority, and the exclusion of any such lien, are brought to the notice of all subcontractors and other persons dealing with any Issued Property.

25. FORMAL AMENDMENTS TO CONTRACT

25.1 The Contract shall only be amended by the written agreement of the duly authorised representatives of the parties.

25.2 The written agreement shall consist of the:

- a. Authority Notice of Change ;
- b. issue of a serially numbered amendment letter, by the Authority; and
- c. unqualified acceptance of the offer from the Contractor.
- d. The amendment shall come into force only when the Contractor has returned an unqualified acceptance of the Authority's offer.

No Contract amendment shall come into effect unless it satisfies clauses 25.1 and 25.2.

26. SPECIFICATIONS CHANGE

26.1 For the purposes of the Contract "the Specification" shall include any document or term which, individually or collectively, is referenced in the Statement of Requirement (StOR) at Annex A

26.2 The Specification forms part of the Contract.

26.3 All Articles or Services to be supplied under the Contract shall conform in all respects with the Specification.

26.4 The Contractor shall use a configuration control system to control changes to the Specification. The configuration control system shall be compatible with ISO 9001 (latest published version) or equivalent or as specified in the Contract.

26.5 The Authority, or the Representative of the Authority may, alter the Specification. Any alterations shall not alter the fit, form, function or characteristics of the Articles or Services to be supplied under the Contract.

26.6 The changes will be provided in writing and shall apply from the date specified by the Authority. The Authority shall provide an updated Specification. The Articles or Services shall be delivered in accordance with the altered Specification. These alterations shall not constitute a formal amendment of the Contract and shall be implemented upon receipt, or at the date specified in the Authority's notice.

26.7 Any alterations that cause a change to:

- a. fit, form, function or characteristics of the Articles or Services;
- b. the cost;
- c. Delivery dates;
- d. period required for the production or completion; or
- e. other work caused by the alteration;

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shall be subject to Rider Condition 25 (Formal Amendments to Contract). Each amendment under Rider Condition 25 shall be classed as a formal change.

26.8 In the event that either party considers that there may be any conflict within the Specification it shall immediately notify the other party.

26.9 Any documentation provided by the Authority outside of this condition shall not alter the Specification.

27. CONTRACTOR'S PERSONNEL AT GOVERNMENT ESTABLISHMENTS

A. DEFINITIONS

27.1 Reference in this Condition to:

- a. 'Government Establishment' or 'site' shall be deemed to include any of His Majesty's Ships or Vessels and Service Stations;
- b. 'Officer in Charge' shall be deemed to include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Heads of Government Establishments; and
- c. 'Contractor's Representative(s)' shall be deemed to include the Contractor's employees, agents and subcontractors.

B. GENERAL

27.2 The following general provisions apply:

- a. The Officer in Charge shall provide such available administrative and technical facilities for the Contractor's Representatives employed at Government Establishments for the purpose of the Contract as may be necessary for the effective and economical discharge of work under the Contract. These facilities will be provided free of charge unless otherwise stated in the Contract. The status to be accorded to the Contractor's Representatives for messing purposes will be at the discretion of the Officer in Charge.
- b. Any land or premises (including temporary buildings) made available to the Contractor by the Authority in connection with the Contract shall be made available to the Contractor free of charge, unless otherwise stated in the Contract, and shall be used by the Contractor solely for the purposes of performing the Contract. The Contractor shall have the use of such land or premises as licensee and shall vacate the same upon completion of the Contract. Any utilities required by the Contractor shall be subject to the charges set out in the Contract.
- c. The Contractor shall have no claim against the Authority for any additional cost or delay occasioned by the closure for holidays of Government Establishments, where this is made known to him prior to entering into the Contract.

C. LIABILITY IN RESPECT OF DAMAGE TO GOVERNMENT PROPERTY

27.3 The Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Authority, pay compensation for all damage occurring to any Government Property, which includes land, buildings, jetties, mooring dolphins &

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vessels occasioned by the Contractor, or by any of his Representatives, arising from his or their presence on a Government Establishment in connection with the Contract, provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to by any circumstances within his or their reasonable control.

D. CONTRACTOR'S PROPERTY

- 27.4 All property of the Contractor and his Representatives shall be at the risk of the Contractor whilst it is on any Government Establishment, and the Authority shall accept no liability for any loss or damage howsoever occurring thereto or caused thereby, except as follows:
- 27.5 where any such loss or damage was caused or contributed to by any act, neglect or default of any Government Servant, agent or contractor then the Authority shall accept liability therefor to the extent to which such loss or damage is so caused or contributed to as aforesaid; and
- 27.6 where any property of the Contractor has been taken on charge by the Officer in Charge, and a proper receipt has been given therefore, then the Authority shall be liable for any loss or damage occurring to that property while held on such charge as aforesaid.

E. CONTRACTOR'S REPRESENTATIVES

- 27.7 The Contractor shall submit in writing to the Authority for approval, initially and as necessary from time to time, a list of those of his Representatives who may need to enter a Government Establishment for the purpose of, or in connection with, work under the Contract, giving such particulars as the Authority may require, including full details of birthplace and parentage of any such Representative who:
- a. was not born in the United Kingdom; or
 - b. if he was born in the United Kingdom, was born of parents either or both of whom were not born in the United Kingdom.
- 27.8 The Authority shall issue passes for those Representatives who are approved by it in accordance with Clause 27.7 herein for admission to a Government Establishment and a Representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Authority and shall be surrendered on demand or on completion of the work.
- 27.9 Notwithstanding the provisions of Clauses 27.6 and 27.7 hereof if, in the opinion of the Authority, any Representative of the Contractor shall misconduct himself, or it shall not be in the public interest for any person to be employed or engaged by the Contractor, the Contractor shall remove such person without delay on being required to do so and shall cause the work to be performed by such other person as may be necessary.

27.10 The decision of the Authority upon any matter arising under Clauses 27. 6 to 27.8 inclusive shall be final and conclusive.

F. OBSERVANCE OF REGULATIONS

27.11 The following provisions apply:

- a. The Contractor shall ensure that his Representatives have the necessary probity (by undertaking the Government's Baseline Personnel Security Standard) and, where applicable, are cleared to the appropriate level of security when employed within the boundaries of a Government Establishment.
- b. Where the Contractor requires information on the Government's Baseline Personnel Security Standard (the Standard) or security clearance for his Representatives or is not in possession of the relevant rules, regulations or requires guidance on them, he shall apply in the first instance to the Project Manager.
- c. On request, the Contractor shall be able to demonstrate to the Authority that the Contractor's processes to assure compliance with the standard have been carried out satisfactorily. Where that assurance is not already in place, the Contractor shall permit the Authority to inspect the processes being applied by the Contractor to comply with the Standard.
- d. The Contractor shall comply and shall ensure that his Representatives comply with the rules, regulations and requirements that are in force whilst at that Establishment which shall be provided by the Authority on request.
- e. When on board ship, compliance with the rules, regulations, and requirements shall be in accordance with the Ship's Regulations as interpreted by the Officer in Charge. Details of those rules, regulations and requirements shall be provided to the Authority on request by the Officer in Charge.

G. TRANSPORT OVERSEAS

27.12 Where the Contractor's Representatives are required by the Contract to join or visit a Government Establishment overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided free of charge by the Authority whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Contractor shall make such arrangements through the Project Manager named for this purpose in the Contract. When such transport is not available within a reasonable time, or in circumstances where the Contractor wishes his Representatives to accompany materiel for installation which he is to arrange to be delivered, the Contractor shall make his own transport arrangements. The Authority shall reimburse the Contractor's costs for such transport of his Representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Contractor's Representatives locally overseas which is necessary for the purposes of the Contract shall be provided wherever possible by the Authority and, where so provided, will be free of charge.

H. MEDICAL TREATMENT OVERSEAS

27.13 Out-patient medical treatment given to the Contractor's Representatives by a Service Medical Officer or other Government Medical Officer at a Government Establishment overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Establishment, and transportation of the Contractor's Representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Contractor at the appropriate local rate.

I. INJURIES, DISEASE AND DANGEROUS OCCURENCES

27.14 The Contractor shall report any injury, disease or dangerous occurrence at any Government Establishment arising out of the performance of this Contract, which is required to be reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) to the Officer in Charge of the relevant Government Establishment. This would be in addition to any report, which the Contractor may be required to submit under RIDDOR to the relevant enforcing authority (e.g. Health and Safety Executive or Local Authority).

J. DEPENDANTS OF CONTRACTORS REPRESENTATIVES

27.15 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Contractor's Representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current MOD rates.

K. HEALTH AND SAFETY HAZARD CONTROL

27.16 Where the Contractor enters a Government Establishment for the purpose of performing work under the Contract:

- a. The Contractor shall notify the Officer in Charge or the site project liaison officer or overseeing officer nominated in the Contract of:
 - i) any health and safety hazards associated with the work to be performed by them or any of their Representatives;
 - ii) any foreseeable risks to the health and safety of all persons associated with such hazards; and
 - iii) any precautions to be taken by them as well as any precautions which, in their opinion, ought to be taken by the Authority, in order to control such risks.
- b. The Authority shall notify the Contractor of:
 - i. any health and safety hazards which may be encountered by the Contractor or any of their Representatives on the Government Establishment;
 - ii. any foreseeable risks to the health and safety of the Contractor or any of their Representatives, associated with such hazards; and

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- iii. any precautions to be taken by the Authority as well as any precautions which, in its opinion, ought to be taken by the Contractor, in order to control such risks.
- c. The Contractor shall notify their Representatives of and, where appropriate, provide adequate instruction in relation to:
 - i. the hazards, risks and precautions notified by them to the Authority under sub-Clause 27.16.a);
 - ii. the hazards, risks and precautions notified by the Authority to the Contractor under sub-Clause 27.16.b); and
 - iii. the precautions which, in their opinion, ought to be taken by their Representatives in order to control those risks.
- d. The Contractor shall provide the Officer in Charge or the site project liaison officer or overseeing officer nominated in the Contract with:
 - i. copies of those sections of their own and, where appropriate, their Representatives' Safety Policies which are relevant to the risks notified under sub-Clause 27.16.a);
 - ii. copies of any related risk assessments; and
 - iii. copies of any notifications and instructions issued by them to their Representatives under sub-Clause 27.16.c).
- e. The Authority shall provide the Contractor with:
 - i. copies of those sections of its own Safety Policies which are relevant to the risks notified under sub-Clause 27.16.b);
 - ii. copies of any related risk assessments; and
 - iii. copies of any notifications and instructions issued by it to its employees similar to those called for from the Contractor under sub-Clause 27.16.c).

28. ACCESS AND FACILITIES TO BE PROVIDED BY THE CONTRACTOR

- 28.1 The Contractor shall provide to the Authority's Representatives, following reasonable notice, relevant accommodation / facilities, at no direct cost to the Authority, and all reasonable access to its premises for monitoring the Contractor's progress and quality standards in performing the Contract.
- 28.2 As far as reasonably practical, the Contractor shall ensure that the provisions of clause 28.1 are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such subcontractors.

29. PUBLICITY

- 29.1 Unless expressly permitted in writing by the Authority, the Contractor shall not publish or permit to be published either alone or in conjunction with any other person any information, articles, photographs or other illustrations relating to the business of the Authority, their servants or employees.

30. MATERIAL BREACH

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- 30.1 In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract.
- 30.2 Where the Authority has terminated the Contract under Clause 30.1, the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract, including but not limited to any costs and expenses incurred by the Authority in:
- a. carrying out any work that may be required to make the Contractor deliverables comply with the Contract; or
 - b. obtaining the Contractor Deliverable in substitution from another supplier.

31. TERMINATION FOR CONVENIENCE (Contracts £5m and over)

- 31.1 The Authority shall have the right to terminate the Contract or the charter of the vessel chartered under the terms of the Contract by giving the Contractor twenty (20) business days written notice of the termination. Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.
- 31.2 In the event of the Authority terminating the Contract pursuant to Clause 31.1, the Authority shall [subject to the Contractor taking all reasonable steps to mitigate such loss] compensate the Contractor for loss of expected income from the point of termination for the remaining duration of the Contract. Any compensation payments shall not exceed the daily hire rate in accordance with Clause 11 multiplied by the remaining days of hire which have been lost following the termination. However, the Authority shall not be liable to compensate the Contractor for payment for bunkers or any other costs. Claims for payment under this condition shall be submitted in accordance with the Authority's direction.
- 31.3 If any particular case hardship to the Contractor should arise from the operation of this Clause it shall be open to the Contractor to refer the circumstances to the Authority who, on being satisfied that such hardship exists shall make such allowance, if any, as in its opinion is reasonable and the decision of the Authority on any matter or thing arising out of this Clause shall be final and conclusive.

32. VALUE ADDED TAX

- 32.1 The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supplies of Articles and/or Services by the Contractor to the Authority.

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- 32.2 If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of their business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.
- 32.3 The Contractor is responsible for the determination of VAT liability. The Contractor is to consult his local VAT office (and not the Commercial Officer) in cases of doubt. The Contractor shall notify the Commercial Officer of the Authority's VAT liability under the Contract, and any changes to it, when the liability is other than at the standard rate of VAT.
- 32.4 Where supplies of Articles and/or Services come within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Articles and/or Services. The Contractor shall be responsible for ensuring they take into account any changes in VAT law regarding registration.
- 32.5 Where Articles and/or Services are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non- EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Articles and/or Services.
- 32.6 In relation to the Articles and/or Services supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (and/or similar EU and non-EU input taxes). However, these input taxes will be allowed where it is proven to the Authority that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so.
- 32.7 Should HMRC assess that the Contractor has incorrectly determined the VAT liability, in accordance with this Clause 32, the Authority will pay the VAT assessed by HMRC or the Contractor shall credit any VAT paid by the Authority over and above the HMRC assessment (as applicable). In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under this Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three business days of a written request from the Authority for such correspondence.
- 32.8. Where the Contractor is a qualifying company or qualifying partnership for the purposes of any UK tax legislation the Contractor shall notify the Authority's Commercial Officer, in writing, where it has notified HMRC that a return it has

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delivered to HMRC includes an uncertain amount that relates to a contract it has entered into with the Authority. The Contractor shall notify the Authority within 20 business days of the notification it has provided to HMRC and provide the Authority with a copy of the notification. The Contractor shall continue to keep the Authority informed of any correspondence and/or discussions with HMRC in relation to the uncertain tax treatment within a reasonable time frame or upon request by the Authority.

32.9. In the event that HMRC notifies the Contractor of any change to the tax treatment of a previously notified uncertain amount, the Contractor shall notify the Authority and provide a copy of HMRC's notification and assessment within 20 business days of receiving such notification and assessment.

32.10. The Authority shall not be liable for any interest and/or penalty that the Contractor is required to pay to HMRC for a failure to notify HMRC of an uncertain amount.

33. BANKRUPTCY AND INSOLVENCY

33.1 The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written notice of such termination to the Contractor at any time after any of the following events:

Where the Contractor is an individual or a firm

- a. the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or
- b. the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or
- c. the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with his or its creditors; or
- d. the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within 3 working days from the date on which the Contractor is notified of the presentation; or
- e. the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or
- f. where the Contractor is either unable to pay his debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay his debts if:

(1) he has failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within 21 days of service of the Statutory Demand on them; or

(2) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.

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- g. the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within 3 working days from the date on which the Contractor is notified of the presentation;
- h. or the court making an award of sequestration in relation to the Contractor's estates.

Where the Contractor is a company registered in England

- i. the presentation of a petition for the appointment of an administrator; unless it is withdrawn within 3 working days from the date on which the Contractor is notified of the presentation; or
- j. the court making an administration order in relation to the company; or
- k. the presentation of a petition for the winding-up of the company unless it is withdrawn within 3 working days from the date on which the Contractor is notified of the presentation; or
- l. the company passing a resolution that the company shall be wound-up; or
- m. the court making an order that the company shall be wound-up; or
- n. the appointment of a Receiver or manager or administrative Receiver.

33.2 Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified in sub- Clauses 33.1 i.to n. inclusive above.

33.3 Such termination shall be without prejudice to and shall not affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and the Contractor.

34. EQUALITY

34.1 The Contractor shall not unlawfully discriminate either directly or indirectly on the grounds of age, disability, gender (including re-assignment), sex or sexual orientation, marital status (including civil partnerships), pregnancy and maternity, race, or religion or belief.

34.2 Without prejudice to the generality of the obligation in Clause 34.1 above, the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 (or any statutory modification or re-enactment thereof) or other relevant or equivalent legislation in the country where the Contract is being performed.

34.3 The Contractor agrees to take reasonable efforts to secure the observance of the provisions of this Condition by any of its employees, agents or other persons acting under its direction or control who are engaged in the performance of the Contract.

34.4 The Contractor agrees to take reasonable efforts to reflect this Condition in any subcontract that it enters into to satisfy the requirements of the Contract and to require its subcontractors to reflect this Condition in their subcontracts that they enter into to satisfy the requirements of the Contract.

35. TRANSFER

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- 35.1 Neither party to the Contract shall give, bargain, sell, assign, or otherwise dispose of the Contract or any part thereof, or the benefit or advantage of the Contract or any part thereof, without the prior consent in writing of the other party.
- 35.2 Subject to the Contractor obtaining the prior written consent of the Authority in accordance with clause 35.1 above, the Contractor may assign to a third party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under this Contract (including any interest incurred by the Authority under any Contract clause concerning the late payment of debts).
- 35.3 Any assignment of the right to receive payment of the Contract Price (or any part thereof) under clause 35.2 above shall be subject to:
- a) reduction of any sums in respect of which the Authority exercises its right of recovery under Rider Condition 15 'Payment', or any narrative clause concerning recovery of sums due;
 - b) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
 - c) the Authority receiving notification under both clause 35.4 and sub-clause 35.5(b) below.
- 35.4 In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 35.2 above, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- 35.5 The Contractor shall ensure that the Assignee:
- a) is made aware of the Authority's continuing rights under sub-clauses 35.3(a) and 35.3(b) of this Rider Condition; and
 - b) notifies the Authority of the Assignee's contact information and bank account details, to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with sub-clauses 35.3(a) and 35.3(b) above.
- 35.6 The provisions of the Contract, including any clauses concerning payment, shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

36. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

- 36.1 The Contractor shall not do, and warrants that in entering the Contract they have not done any of the following (hereafter referred to as 'prohibited acts'):
- a. offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (1) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or
 - (2) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.
 - b. enter into this or any other Contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

36.2 If the Contractor, its employees, agents or any subcontractor (or anyone acting on its behalf or any of its or their employees) does any of the prohibited acts or commits any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown, the Authority shall be entitled:

- a. to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;
- b. to recover from the Contractor the amount or value of any such gift, consideration or commission; and
- c. to recover from the Contractor any other loss sustained in consequence of any breach of this Condition, where the Contract has not been terminated.

36.3 In exercising its rights or remedies under this Condition, the Authority shall:

- a. act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing, the prohibited act or committing of any offence under the Bribery Act 2010;
- b. give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (1) requiring the Contractor to procure the termination of a subcontract where the prohibited act or committing of any offence under the Bribery Act 2010 is that of a subcontractor or anyone acting on its or their behalf;
 - (2) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a subcontractor or anyone acting on its behalf) where the prohibited act or committing of any offence under the Bribery Act 2010 is that of such employee.

36.4 Recovery action taken against any person in His Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

37. **WAIVER**

37.1 No act or omission of either party shall by itself amount to a waiver of any right or remedy unless expressly stated by that party in writing. In particular, no reasonable delay in exercising any right or remedy, shall by itself constitute a waiver of that right or remedy.

37.2 No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

38. **DISCLOSURE OF INFORMATION**

38.1 'Information' means any information in any written or other tangible form disclosed to one party by or on behalf of the other party under or in connection with the Contract, including information provided in the tender or negotiations which preceded the award of the Contract.

38.2 Subject to Clauses 38.5 to 38.9 each party:

- a. shall treat in confidence all Information it receives from the other;

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- b. shall not disclose any of that Information to any third party without the prior written consent of the other party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
- c. shall not use any of that Information otherwise than for the purpose of the Contract; and
- d. shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.

38.3 The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:

- a. is disclosed to its employees and sub-contractors, only to the extent necessary for the performance of the Contract; and
- b. is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any sub-contract under it.

38.4 The Contractor shall ensure that his employees are aware of his arrangements for discharging the obligations at Clauses 38.2 and 38.3 before they receive Information and take such steps as may be reasonably practical to enforce such arrangements.

38.5 A party shall not be in breach of Clauses 38.2, 38.3, 38.7, 38.8 and 38.9 to the extent that either party:

- a. exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
- b. has the right to use or disclose the Information in accordance with other conditions of the Contract; or
- c. can show:
 - i. that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the parties;
 - ii. that the Information was already known to it (without restrictions on disclosure or use) prior to it receiving it under or in connection with the Contract;
 - iii. that the Information was received without restriction on further disclosure from a third party who lawfully acquired it and who is himself under no obligation restricting its disclosure; or
 - iv. from its records that the same information was derived independently of that received under or in connection with the Contract;provided the relationship to any other Information is not revealed.

38.6 Neither party shall be in breach of this Condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the parties under this Condition.

38.7 The Authority may disclose the Information:

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- a. on a confidential basis to any central government body for any proper purpose of the Authority or of the relevant central government body, which shall include: disclosure to the Cabinet Office and / or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. Where such a disclosure is made the Authority shall ensure that the recipient is made aware of its confidentiality;
- b. to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- c. subject to Clause 38.8 below, to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- d. subject to Clause 38.8 below, on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in the 'Primary Condition of Contract' (including benchmarking organisation) for any purpose relating to or connected with this Contract;
- e. on a confidential basis for the purpose of the exercise of its rights under the Contract; or
- f. on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Rider Condition.

- 38.7 Where the Authority intends to disclose Information to a commercial entity which is not a Central Government Body in accordance with Clauses 38.7.c or 38.7.d above, the Authority will endeavour to provide the Contractor with 3 Business Days' notice in advance of such disclosure. In relation to a disclosure of Information made under Clause 38.7.c above, if reasonably requested by the Contractor within 2 Business Days of such notice being given, where the Authority has not already done so, it will endeavour to procure from the intended recipient of the Information an agreement containing confidentiality terms the same as, or substantially similar to, those placed on the Authority under this Clause.
- 38.9 Before sharing any Information in accordance with clause 38.7 above, the Authority may redact the Information. Any decision to redact information made by the Authority shall be final.
- 38.10 The Authority shall not be in breach of the Contract where it can show that any disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 ("the Act") or the Environmental Information Regulations 2004 ("the Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations. For the avoidance of doubt, nothing in this Condition shall affect the Contractor's rights at law.
- 38.11 Nothing in this Condition shall affect the parties' obligations of confidentiality where information is disclosed orally in confidence.

39. SEVERABILITY

39.1 If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:

- a. such provision shall (to the extent it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and
- b. the parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

40. RIGHTS OF THIRD PARTIES

40.1 Except as provided in Clause 40.2 of this Condition and notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a party to the Contract to enforce any term of the Contract in their own right and the parties to the Contract declare that they have no intention to grant any such right.

40.2 Where, and only where, either by a term in a Condition which has been expressly included in the Contract or by another term which specifically refers to this Condition, the Contract expressly states that a third party shall be entitled to enforce a term of the Contract:

- a. the said third party shall be entitled to enforce that term in his own right;
- b. the Contractor shall inform the said third party as soon as is reasonably practicable of the existence of the relevant right together with any other terms (including the terms of this Condition) relevant to the exercise of that right; and
- c. the third party's rights shall be subject to any provision in the Contract:
 - i. that provides for the submission of disputes under the Contract generally or the said rights in particular to arbitration (as detailed in the Law and Litigation Condition within the SHELLTIME 4 Charter Party Agreement); and
 - ii. that stipulates the law and jurisdiction that will govern the Contract (as detailed in the Law and Litigation Condition within the SHELLTIME 4 Charter Party Agreement).

41. CHANGE OF CONTROL OF CONTRACTOR

41.1 In this condition the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

- a. "First-Tier Sub-Contractor" means a Sub-contractor directly engaged by the Contractor to provide Contractor Deliverables as defined in the Definitions wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract.
- b. "Lower-Tier Sub-Contractor" means any Sub-contractor other than any First-Tier Sub-Contractor at any lower level of the supply chain engaged to provide Contractor Deliverables as defined in Definitions wholly or substantially for the

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purpose of performing (or contributing to the performance of) the whole or any part of the Contract.

- 41.2 The Contractor shall notify the Representative of the Authority at the address given in clause 41.5,
- as soon as practicable, of any intended, planned or actual change in control of the Contractor and/or their First-Tier Sub-Contractor; and
 - immediately on the Contractor being aware of any actual change of control of any Lower-Tier Sub-Contractor.
- 41.3 The Contractor shall include in any such notification any concerns the Contractor may have with the change of control. Such concerns may include but are not limited to potential threats to national security and security of supply. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.
- 41.4 For the purposes of this Condition 'control' means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:
- by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
 - by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor,
- and a change of control occurs if a person who controls the Contractor ceases to do so or if another person acquires control of the Contractor.
- 41.5 Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:
- Mergers & Acquisitions Section
Strategic Supplier Management Team
Spruce 3b #1301
MOD Abbey Wood
Bristol
BS34 8JH
- and emailed to: DefComrclSSM-MergersandAcq@mod.gov.uk
- 41.6 The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to Contract Award. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 calendar days (or as agreed by the parties) of receipt of the Authority's written concerns, for the Authority's consideration.
- 41.7 To the extent that the Authority considers that it is reasonable to do so, the Authority shall work with the Contractor to seek to resolve the Authority's concerns. The Contractor agrees to answer the Authority's questions or requests for clarification promptly.

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- 41.8. Where the Authority considers, in its absolute discretion, that the risk may be appropriately mitigated, the Contractor shall implement any agreed mitigations promptly and, in any case, within the timescales required by the Authority. Where the Contractor fails to do so, clause 41.9 below shall apply.
- 41.9. The Authority may, acting reasonably, terminate the Contract by giving written notice to the Contractor (and/or request the Contractor to terminate any relevant First-Tier or Lower-Tier Sub-Contractor's contract) within six months of the Authority being notified in accordance with clause 41.2 above. The Authority shall act reasonably in exercising its right of termination, including, but not limited to, taking into account the Contractor's own assessment of the change of control.
- 41.10. Where the Authority terminates the Contract in accordance with clause 41.9 above, subject to with clause 11 below, the Contractor may request payment for any unavoidable commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. The Authority shall act reasonably when assessing the Contractor's request for payment although the parties agree that the Authority shall retain the sole discretion, acting reasonably, to decide whether to make such requested payment in accordance with clause 41.11 below.
- 41.11. Any requests for payment by the Contractor must be submitted promptly and the Contractor shall demonstrate to the reasonable satisfaction of the Authority that such request for payment: a. is reasonable and properly chargeable; b. would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract; and c. is fully supported by documentary evidence.
- 41.12. In the event that the Contractor fails to demonstrate any of the conditions set out at 41.11.a – 41.11.c above, the Authority may reject such request for payment.
- 41.13. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this Condition.
- 41.14. The Contractor shall include provisions equivalent to those set out in this Condition in all relevant sub-contracts.

42. CONTRACTOR'S RECORDS

- 42.1 The Contractor and their sub-contractors shall maintain all records specified in and in connection with the Contract (expressly or otherwise), and make them available to the Authority when requested on reasonable notice.
- 42.2 The Contractor and their sub-contractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:

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- a. to enable the National Audit Office to carry out the Authority's statutory audits and to examine and / or certify the Authority's annual and interim report and accounts; and
- b. to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

42.3 With regard to the records made available to the Authority under clause 42.1 of this Condition, and subject to the provisions of Rider Condition 38 'Disclosure of Information', the Contractor shall permit all records referred to in this Condition to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.

42.4 Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:

- a. the end of the Contract term;
- b. the termination of the Contract; or
- c. the final payment,

whichever occurs latest.

43. TAX COMPLIANCE

43.1 In this Condition, unless the context otherwise requires, the following words and expressions have the following meanings:

- a. "DOTAS" means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to:
 - i. tell HM Revenue & Customs of any specified notifiable arrangements or proposals; and
 - ii. provide prescribed information on those arrangements or proposals within set time limits as:
 - (1) contained in Part 7 of the Finance Act 2004 and in secondary legislation made under powers contained in Part 7 of the Finance Act 2004; and as
 - (2) extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.
- b. "General Anti-Abuse Rule" means:
 - i. the legislation in Part 5 of the Finance Act 2013; and
 - ii. any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.
- c. "Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others.
- d. "Relevant Tax Authority" means HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.
- e. "Occasion Of Tax Non-Compliance (OOTNC)" means:

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- i. any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
 - (1) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - (2) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; or
- ii. any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the date this Contract came into effect or to a civil penalty for fraud or evasion.

WARRANTY

- 43.2 The Contractor represents and warrants that at the date this Contract came into effect, it has notified the Authority in writing of any OOTNC or any litigation that it is involved in that is in connection with any OOTNC.

DUTY OF THE CONTRACTOR TO NOTIFY OOTNC

- 43.3 If, at any point during the performance of this Contract, an OOTNC occurs, the Contractor shall:
- a. notify the Authority in writing of such fact within 20 Working Days of its occurrence; and
 - b. promptly provide to the Authority:
 - i. details of the steps which the Contractor is taking to address the OOTNC and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - ii. such other information in relation to the OOTNC as the Authority may reasonably require.
- 43.4 For the avoidance of doubt, the obligation at Clause 43.3 also applies to OOTNC in non-UK jurisdictions. If the OOTNC occurred in non-UK jurisdictions, the notification must be accompanied by a full explanation of the OOTNC and any relevant tax laws and administrative provisions, so the Authority can understand the nature and seriousness of the OOTNC.

DEFAULT

- 43.5 The Authority shall be entitled to terminate the Contract in the event that:

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- a. the warranty given by the Contractor pursuant to Clause 43.2 is materially untrue; or
- b. the Contractor commits a material breach of its obligation to notify the Authority of any OOTNC as required by Clause 43.3; or
- c. the Contractor fails to provide details of proposed mitigating factors which in the reasonable opinion of the Authority, are acceptable.

43.6 In the event that the Authority terminates the Contract under Clause 43.5, the Authority shall be entitled to recover from the Contractor:

- a. the amount of any loss resulting from the termination; and
- b. any other loss sustained in consequence of any breach of this Condition, where the Contract has not been terminated.

DUTIES OF THE AUTHORITY

43.7 In exercising its rights or remedies under this Condition, the Authority shall:

- a. act in a reasonable and proportionate manner taking into account, among other things:
 - i. the gravity and duration of the OOTNC and any sanctions imposed by a court or tribunal; and
 - ii. any remedial action taken by the Contractor to prevent reoccurrence of the OOTNC.
- b. Without prejudice to Clause 43.7, seriously consider, where appropriate, action other than termination of the Contract to deal with the failure by the Contractor to comply with this Condition.

44. TASKING

44.1 During the time charter, the Authority will Task the Contractor to undertake work as detailed in the Statement of Requirements at Annex A to the Rider Conditions. The Authority will not accept liability for any additional costs incurred in the event of the Contractor not following the procedures and process for tasking.

44.2 Upon receipt of a Task, the Contractor shall inform the Authority immediately if there are any issues likely to affect the successful delivery of the Task. The Authority will provide the following information to the Contractor:

- a. Date and time of uplift
- b. Uplift location
- c. Type of fuel to be uplifted
- d. Volume of fuel to be uplifted
- e. Destination (if applicable)

- f. Date and Time of discharge
- g. Authority Point of Contact

The Contractor is required to confirm the tasking via both telephone and e-mail.

- 44.3 The Authority may require, at short notice, to change the Task which may be due to events outside of the Authority's control. The Authority will provide as much notice as possible to the Contractor and will amend the Task accordingly on receipt of the amended Task, the Contractor will notify the Authority of the impact of the amendment.
- 44.4 Where the Contractor has evidence to show that they could not have foreseen a matter which affected the execution of the Task, then the Contractor shall provide such evidence to the Authority for its review.
- 44.5 The Contractor is fully responsible for the delivery of cargo under the Task.

45. PROTECTION OF PERSONAL DATA

- 45.1 In this Condition the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:
 - a) 'Contractor Personnel' means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under the Contract;
 - b) 'Data Loss Event' means any event that results in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data Breach;
 - c) 'Data Protection Legislation' means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:
 - (1) UK GDPR;
 - (2) DPA 2018; and
 - (3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended,each to the extent that it relates to the processing of personal data and privacy;
 - d) 'Data Protection Impact Assessment' means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
 - e) 'Data Subject Access Request' means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
 - f) 'DPA 2018' means the Data Protection Act 2018;
 - g) 'Law' means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;
 - h) 'Protective Measures' means appropriate technical and organisational measures which includes:
 - 1. pseudonymising and encrypting Personal Data;
 - 2. ensuring confidentiality, integrity, availability and resilience of systems and services;
 - 3. ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and

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4. regularly assessing and evaluating the effectiveness of the such measures adopted by it;
- i) 'Sub-processor' means any third Party appointed to process Personal Data on behalf of the Contractor related to the Contract;
 - j. 'UK GDPR' means the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;
 - k) The following expressions shall have the same meanings as in Article 4 of the GDPR:
 - 1. Controller;
 - 2. Processor;
 - 3. Data Subject;
 - 4. Personal Data;
 - 5. Personal Data Breach; and
 - 6. Data Protection Officer.

DATA PROTECTION

- 45.2 In connection with the Personal Data received under the Contract, each Party undertakes to comply with its obligations under Data Protection Legislation and in particular, but without limitation, each Party shall take appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data provided to it by the other Party, and against accidental loss, alteration, unauthorised disclosure or destruction of or damage to that Personal Data.
- 45.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in DEFFORM 532, Annex D to Rider Conditions, by the Authority and may not be determined by the Contractor. The completed DEFFORM 532 shall form part of the Specification for the Contract.
- 45.4 The Contractor shall notify the Authority without undue delay if it considers that any of the Authority's instructions infringe the Data Protection Legislation. The Authority will not consider such notification to constitute formal legal advice. The Authority agrees that the Contractor shall not be required to provide legal advice to the Authority and that no notification (or absence of notification) by the Contractor will be construed as legal advice or a representation by the Contractor.
- 45.5 The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing that is likely to result in a high risk to the rights and freedoms of Data Subjects. Such assistance may, at the discretion of the Authority, include:
- a. a systematic description of the envisaged processing operations and the purpose of the processing;
 - b. an assessment of the necessity and proportionality of the processing operations in relation to the services provided under the Contract;
 - c. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

45.6 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under the Contract:

a. process that Personal Data only in accordance with DEFFORM 532, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;

b. ensure that it has in place Protective Measures, including those set out in DEFFORM 532, as appropriate to protect against a Data Loss Event, which the Authority may acting reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:

1. nature of the data to be protected;
2. harm that might result from a Data Loss Event;
3. state of technological development; and
4. cost of implementing any measures;

c. ensure that:

1. subject to clause 45.6. a., the Contractor Personnel do not process Personal Data except in accordance with the Contract (and in particular DEFFORM 532);
2. it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data by ensuring that they undertake the Government's Baseline Personnel Security Standard or other standard as specified in the Contract and ensure that they:
 - (a) are aware of and comply with the Contractor's duties under this clause;
 - (b) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise permitted by the Contract; and
 - (c) have undergone adequate training in the use, care, protection and handling of Personal Data; and

d. not transfer Personal Data outside of the UK (other than to/from the EU and EEA) unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

1. the Authority or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with this Clause 45 - Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority) as determined by the Authority;
2. the Data Subject has enforceable rights and effective legal remedies;
3. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
4. the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;

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- e. at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.
- 45.7 Subject to clause 45.6, the Contractor shall notify the Authority without undue delay if, in connection with Personal Data processed under the Contract, it:
- a. receives a Data Subject Access Request (or purported Data Subject Access Request);
 - b. receives a request to rectify, block or erase any Personal Data;
 - c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - d. receives any communication from the Information Commissioner or any other regulatory authority;
 - e. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - f. becomes aware of a Data Loss Event.
- 45.8 The Contractor's obligation to notify under clause 45.7 shall include the provision of further information to the Authority in phases, as details become available.
- 45.9 Taking into account the nature of the processing, the Contractor shall provide the Authority with assistance, insofar as possible, in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 45.7 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- a. the Authority with full details and copies of the complaint, communication or request;
 - b. such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - c. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - d. assistance as requested by the Authority following any Data Loss Event;
 - e. assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- 45.10 The Contractor shall maintain complete and accurate records and information as necessary to fulfil its obligations under clause 45.9.
- 45.11 The Contractor shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor as required to demonstrate the Authority's compliance with its obligations as a Controller. Such audits will be conducted in accordance with general audit conditions contained in the Contract.
- 45.12 The Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 45.13 Before allowing any Sub-processor to process any Personal Data related to the Contract, the Contractor must:

- a. notify the Authority in writing of the intended Sub-processor and processing;
- b. obtain the written consent of the Authority;
- c. enter into a written Contract with the Sub-processor which give effect to the terms set out in this Condition such that they apply to the Sub-processor; and
- d. provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.

45.14 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

45.15 The Authority may, at any time on not less than 30 Business Days' notice, revise this Condition by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

45.16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Business Days' notice to the Contractor amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

45.17 Any Contract amendments resulting from clause 45.15 and/or 45.16 shall be conducted in accordance with any change control procedure as set out in the Contract.

46. UNIQUE IDENTIFIERS

46.1 For the purposes of this Condition, Unique Identifiers comprise the following:

- a. Unique Order Identifier (UOI) generated by the Contracting, Purchasing & Finance (CP&F) electronic procurement tool for non inventory purchase orders;
- b. Unique Receipt Reference Identifier (URRI), generated by CP&F for inventory purchase orders; or
- c. Electronic Business Capability (EBC) Unique Package Identifier (EUPI) generated for EBC contractor logistic support contracts. EUPIs comprise two parts, the first part being the identifier allocated by the Authority and the second part being the identifier generated by the Contractor.

USE

46.2 For CP&F purchase orders, the Contract or an order issued under a Contract will reference UOIs or URRIs, or both. The application of UOIs and URRIs is at the line item level. The Contractor must quote the applicable Unique Identifier in any communication concerning a line item.

46.3 For EBC contractor logistic support contracts, the Contractor will generate EUPIs in fulfilling demands raised under a contractor logistic support contract. A EUPI applies for each package and the Contractor must quote it in any communication concerning a package. Where a delivery includes more than one package, each package must have a separate EUPI.

46.4 Confirmation of receipt of deliveries by Unique Identifiers shall not be construed as an acceptance of the Articles.

47. CHILD LABOUR AND EMPLOYMENT LAW

- 47.1 In this Condition, "Child Labour Legislation" means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including but not limited to slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly applicable to the Contractor in the jurisdiction(s) in which it performs the Contract.
- 47.2 The Contractor shall comply in all material respects with Child Labour, Legislation and applicable employment legislation of those jurisdiction(s) where the Contract is being performed.
- 47.3 The Contractor agrees to take reasonable efforts to reflect this Condition in any subcontract that it enters into to satisfy the requirements of the Contract and to require its subcontractors to reflect this Condition in their subcontracts that they enter into to satisfy the requirements of the Contract.

48. ACCOUNTING FOR PROPERTY OF THE AUTHORITY

- 48.1 The Contractor shall:
- a. maintain a Public Store Account (PSA), as defined in DEFSTAN 05-099, which shall include a complete list of all property of the Authority, as defined in Clause 48.2, and record for that property all transactions or other accounting information specified at Annex C to these Rider Conditions;
 - b. supply to the Authority quarterly reports on the current PSA holdings. At least one report in any twelve-month accounting period or part thereof shall be a reconciled report. This shall be submitted with the Annual Certificate Form AAC 32 as required in DEFSTAN 05-099. The other three reports submitted in the period may be un-reconciled advisory reports. The submission by the Contractor and receipt by the Authority of these reports shall not prejudice any rights or obligations of the Authority or the Contractor under the Contract;
 - c. ensure that the PSA is available for inspection by the Authority at any reasonable time;
 - d. on being given two months' notice or any other period as has been stated in the Contract permit, and co-operate with, the Authority to conduct audits of the PSA in a manner to be determined by the Authority; where the Authority has reasonable grounds to doubt the integrity of the PSA to the extent that the Authority is not satisfied of the proper use of property of the Authority, an audit may be conducted without notice;
 - e. retain the PSA for a period of three years after disposal of the last item of the property of the Authority, or for any other period as may be specified in the Contract;
 - f. if the Authority agrees that a subcontractor at whatever level of subcontracting shall have responsibility in the subcontractor's PSA for property of the Authority issued in

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aid of the Contract, the Contractor shall include in any subcontract with those subcontractors only the provisions corresponding to those set out in this Condition that apply to property of the Authority issued in aid of the subcontract, in particular Clauses 48.1, 4.2, 48.4 and 48.7; and

- g. manage the Government Furnished Assets (GFA) component of the PSA in accordance with the provisions of DEFSTAN 05-099; and implement any new edition of or amendment to DEFSTAN 05-099 subject to Rider Condition 26 – Specification Changes within three months of the publication date of the new edition. These amendments shall not have retrospective effect.

48.2. For the purposes of this Condition 'property of the Authority' means GFA and fixed assets, including property issued under Rider Condition 24 Issued Property and property of the Authority issued to the Contractor under any other authorising document except for property vested in the Authority

48.3. For the avoidance of doubt, it is a condition of this Contract that this Condition shall apply to all property issued to the Contractor from the date of this Contract, whether in aid of the Contract, any other contract or other agreement with the Authority. Property of the Authority issued prior to the date of this Contract may be subject to separate contractual arrangements.

48.4. The obligations of the Contractor arising under this Condition in respect of property of the Authority issued in aid of the Contract shall survive completion of the Contract and shall not be completed until all such obligations are fulfilled including the provisions of sub-Clause 48.1.e).

48.5. The obligations of the Contractor arising, under this Condition, in respect of property of the Authority unconnected with the Contract, shall survive completion of the Contract and shall not be completed until all those obligations are fulfilled. Including the provisions of sub- Clause 48.1.e) unless and until a subsequent contract containing Accounting for the Property of the Authority Condition is placed with the Contractor, at which time obligations, in respect of any remaining property of the Authority, unconnected with the Contract, shall be subsumed in the subsequent contract.

48.6. If, after completion of the Contract, no subsequent contract is placed containing Accounting for the Property of the Authority Condition within the period detailed at sub-Clause 48.1.e), then the obligations of the Contractor arising under this Condition in respect of property of the Authority unconnected with the Contract shall cease on expiry of the period detailed at sub-Clause 48.1.e).

48.7. The Authority reserves the right to amend Annex C to these Rider Conditions without further consultation where the amendments arise from the Authority's proper and reasonable accounting requirements. For the purposes of this Clause, Annex A shall be regarded as a Specification and subject to the terms of Rider Condition 26 Specifications Change. If the Authority exercises this right:

- a. the Contractor shall implement the amendment to Annex C to these Rider Conditions at the commencement of the Authority's next accounting year provided that a notice of six months or such other period as may expressly be agreed between the Authority and Contractor is given to the Contractor. These amendments shall not have retrospective effect; and

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- b. the Contractor shall inform the Authority as soon as practicable, but in any event within three months of notice having been given, if the Contractor cannot comply with the amendment to Annex C to these Rider Conditions.

49. CYBER

Definitions

49.1 In this Condition the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

“Associated Company” means:

- a. any associated company of the Contractor from time to time within the meaning of Section 449 of the Corporate Tax Act 2010 or any subordinate legislation; and
- b. any parent undertaking or subsidiary undertaking of the Contractor from time to time within the meaning of section 1162 Companies Act 2006 and it is further agreed that where the ownership of shares in any such undertaking have been pledged or transferred to a third party by way of security, the original parent shall still be considered a member of the subsidiary undertaking;

“Cyber Risk Profile” means the level of cyber risk relating to this Contract assessed by the Authority or in relation to any Sub-contract assessed by the Contractor, in each case in accordance with the Cyber Security Model;

“Cyber Security Implementation Plan” means the plan referred to in Clause 49.3 of this Condition including but not limited to any risk-balance case and mitigation measures required by the Authority;

“Cyber Security Incident” means an event, act or omission which gives rise or may give rise to:

- (a) unauthorised access to an information system or electronic communications network on which MOD Identifiable Information resides;
- (b) disruption or change of the operation (including but not limited to takeover of control) of an information system or electronic communications network on which MOD Identifiable Information resides;
- (c) unauthorised destruction, damage, deletion or the change of MOD Identifiable Information residing in an information system or electronic communications network;
- (d) unauthorised or unintentional removal or limiting the possibility to use MOD Identifiable Information residing in an information system or electronic communications network; or
- (e) the appropriation, publication, dissemination or any other use of non-public MOD Identifiable Information by persons unauthorised to do so.

“Cyber Security Instructions” means DEFSTAN 05-138, together with any relevant ISN and specific security instructions relating to this Contract issued by the Authority to the Contractor;

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“Cyber Security Model” and **“CSM”** mean the process by which the Authority ensures that MOD Identifiable Information is adequately protected from Cyber Incident and includes the CSM Risk Assessment Process, DEFSTAN 05-138 and the CSM Supplier Assurance Questionnaire conducted via the Supplier Cyber Protection Services;

“CSM Risk Assessment Process” means the risk assessment process which forms part of the Cyber Security Model and is used to measure the Cyber Risk Level for this Contract and any Sub-contract;

“CSM Supplier Assurance Questionnaire” means the supplier assessment questionnaire which forms part of the Cyber Security Model and is to be used by the Contractor to demonstrate compliance with this Condition;

“Data” means any data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media.

“DEFSTAN 05-138” means the Defence Standard 05-138 as amended or replaced from time to time;

“Electronic Information” means all information generated, processed, transferred or otherwise dealt with under or in connection with the Contract, including but not limited to Data, recorded or preserved on any information system or electronic communications network;

“Good Industry Practice” means in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgment and the making of any expenditure that would reasonably be expected from a skilled person in the same type of undertaking under the same or similar circumstances;

“ISN” means Industry Security Notices issued by the Authority to the Contractor whether directly or by issue on the gov.uk website at:
<https://www.gov.uk/government/publications/industry-security-notices-isns>;

“JSyCC WARP” means the Joint Security Co-ordination Centre MOD Defence Industry Warning, Advice and Reporting Point or any successor body notified by way of ISN;

“MOD Identifiable Information” means all Electronic Information which is attributed to or could identify an existing or proposed MOD capability, defence activities or personnel and which the MOD requires to be protected against loss, misuse, corruption, alteration and unauthorised disclosure.

“NSA/DSA” means, as appropriate, the National or Designated Security Authority of the Contractor that is responsible for the oversight of the security requirements to be applied by the Contractor and for ensuring compliance with applicable national security regulations;

“Sites” means any premises from which Contractor Deliverables are provided in connection with this Contract or from which the Contractor or any relevant Sub-contractor manages, organises or otherwise directs the provision or the use of the Contractor Deliverables and/or any sites from which the Contractor or any relevant Sub-contractor generates, processes, stores or transmits MOD Identifiable Information in relation to this Contract;

“Sub-contract” means any sub-contract awarded directly by the Contractor as a consequence of or in connection with this Contract;

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“Sub-contractor” means a sub-contractor or any Associated Company of the Contractor who provides Contractor Deliverables in connection with this Contract but only to the extent that the Sub-contractor processes, stores or transmits MOD Identifiable Information under their Sub-contract;

“Supplier Cyber Protection Service” means the tool incorporating the CSM Risk Assessment Process and CSM Supplier Assurance Questionnaire.

Authority Obligations

49.2 The Authority shall:

- a. determine the Cyber Risk Profile appropriate to this Contract and notify the Contractor of the same at the earliest possible date; and
- b. notify the Contractor as soon as reasonably practicable where the Authority reassesses the Cyber Risk Profile relating to this Contract, which shall be in accordance with Clause 49.18.

Contractor Obligations

49.3 The Contractor shall, and shall procure that its Sub-contractors shall:

- a. comply with DEFSTAN 05-138 or, where applicable, the Cyber Implementation Plan attached to this Contract and for the avoidance of doubt any Cyber Implementation Plan shall be prepared and implemented in accordance with Good Industry Practice taking account of any riskbalance case and any mitigation measures required by the Authority and shall ensure that any measures taken to protect MOD Identifiable Information are no less stringent than those taken to protect their own proprietary information;
- b. complete the CSM Risk Assessment Process in accordance with the Authority's instructions, ensuring that any change in the Cyber Risk Profile is notified to any affected Sub-contractor, and complete a further CSM Risk Assessment or CSM Supplier Assurance Questionnaire where a change is proposed to the Contractor's supply chain or on receipt of any reasonable request by the Authority;
- c. re-perform the CSM Supplier Assurance Questionnaire no less than once in each year of this Contract commencing on the first anniversary of completion of the CSM Supplier Assurance Questionnaire to demonstrate continued compliance with the Cyber Security Instructions;
- d. having regard to the state of technological development, implement and maintain all appropriate technical and organisational security measures to discharge their obligations under this Condition in accordance with Good Industry Practice provided always that where there is a conflict between the Contractor's obligations under 49.3.a above and this 49.3.d the Contractor shall notify the Authority in accordance with the notification provisions in DEFSTAN 05-138 as soon as they become aware of the conflict and the Authority shall determine which standard or measure shall take precedence;
- e. comply with all Cyber Security Instructions notified to it by the Authority as soon as reasonably practicable;
- f. notify the JSyCC WARP in accordance with ISN 2017/03 as amended or updated from time to time and the Contractors NSA/DSA, and in the case of a Sub-contractor also notify the Contractor, immediately in writing as soon as they know or believe that a Cyber Security Incident has DEFCON 658 - Cyber DEFCON 658 Page 4 of 14 or may have taken place providing initial details of the circumstances of the incident and any mitigation measures already taken or intended to be taken, and providing further information in phases, as full details become available;
- g. in coordination with their NSA/DSA, investigate any Cyber Security Incidents fully and promptly and co-operate with the Authority and its agents and representatives to take all steps to mitigate the impact of the Cyber Security Incident and minimise the likelihood of any further similar Cyber Security Incidents. For the avoidance of doubt, this shall include complying with any reasonable technical or organisational security

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measures deemed appropriate by the Authority and the Contractors NSA/DSA in the circumstances and taking into account the Cyber Risk Profile;

- h. consent to the Authority recording and using information obtained via the Supplier Cyber Protection Service in relation to the Contract for the purposes of the Cyber Security Model which shall include any agreed Cyber Implementation Plan. For the avoidance of doubt such information shall include the cyber security accreditation of the Contractor and/or Sub-contractor as appropriate; and
- i. include provisions equivalent to those set out in the Annex to this Condition (the "equivalent provisions") in all relevant Sub-contracts.

Management Of Sub-Contractors

- 49.4 Provided that it is reasonable in all the circumstances to do so, the Authority agrees that the Contractor shall be entitled to rely on the self-certification by the Sub-contractor of their compliance with this Condition in accordance with 49.3 above.
- 49.5 Where a Sub-contractor notifies the Contractor that it cannot comply with the requirements of DEFSTAN 05-138, the Contractor shall require a Sub-contractor to prepare and implement a Cyber Implementation Plan in accordance with Good Industry Practice taking account of any risk-balance case and any mitigation measures required by the Contractor and shall ensure that any measures taken to protect MOD Identifiable Information are no less stringent than those taken to protect the proprietary information of the Sub-contractor. Where the Contractor has reasonably relied on the Sub-contractor's self-certification and the Sub-contractor is subsequently found to be in breach of their obligations, the Contractor shall not be in breach of this Condition.
- 49.6 The Contractor shall, and shall require their Sub-contractors to, include provisions equivalent to those set out in the Annex to this Condition in all relevant Sub-contracts and shall notify the Authority in the event that they become aware of any material breach of the provisions set out in the Annex by their Sub-contractor.

Records

- 49.7 The Contractor shall keep and maintain, and shall ensure that any Sub-contractor shall keep and maintain, until 6 years after termination or expiry of this Contract, or as long a period as may be agreed between the Parties, full and accurate records including but not limited to:
- a) copies of all documents required to demonstrate compliance with DEFSTAN 05-138 and this Condition, including but not limited to any information used to inform the CSM Risk Assessment Process and to carry out the CSM Supplier Assurance Questionnaire, together with any certificates issued to the Contractor and/or Sub-contractor; and
 - b) copies of all documents demonstrating compliance with 49.3.e and in relation to any notifications made under 49.3.f and/or investigation under 49.3.g.
- 49.8 The Contractor shall and shall ensure that any Sub-contractor shall on request provide the Authority, the Authority's representatives and/or the Contractors NSA/DSA such access to those records under 49.7 as may be required in connection with this Contract.

Audit

- 49.9. In the event of a Cyber Security Incident the Contractor agrees that the Authority and its representatives, in coordination with the Contractor's NSA/DSA, may conduct such audits as are required to establish (i) the cause of the Cyber Security Incident, (ii) the impact of the Cyber Security Incident, (iii) the MOD Identifiable Information affected, and (iv) the work carried out by the Contractor to resolve the Cyber Security Incident and to mitigate the effects, to ensure that the Cyber Security Incident is resolved to the satisfaction of the Authority and the NSA/DSA.
- 49.10 In addition to the rights in 49.9 above the Authority or its representatives and/or the Contractor's NSA/DSA, either solely or in any combination, may at any time during the Contract and for a period of six (6) years after termination of the Contract or the end of the Contract term or final payment under the Contract whichever is the later, but not more than once in any calendar year, conduct an audit for the following purposes where the Contractor continues to hold MOD Identifiable Information:
- a. to review and verify the integrity, confidentiality and security of any MOD Identifiable Information; and
 - b. to review the Contractor's and/or any Sub-contractor's compliance with their obligations under DEFSTAN 05-138 or a Cyber Implementation Plan; and
 - c. to review any records created during the provision of the Contractor Deliverables, including but not limited to any documents, reports and minutes which refer or relate to the Contractor Deliverables for the purposes of 49.7.a and 49.7.b above.
- 49.11 The Authority, acting reasonably and having regard to the confidentiality and security obligations owed by the Contractor to third parties, shall propose the scope of each audit in writing with a view to seeking the agreement of the Contractor but shall make the ultimate decision on the scope. For the avoidance of doubt the scope of the audit shall not grant the Authority any unsupervised access to any of the Contractor's information systems or electronic communications networks. The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor and/or Sub-contractor or delay the provision of the Contractor Deliverables and supplier information received by the Authority in connection with the audit shall be treated as confidential information.
- 49.12 The Contractor shall, and shall ensure that any Sub-contractor shall on demand provide the Authority and any relevant regulatory body, including the Contractor's NSA/DSA, (and/or their agents or representatives), together with all reasonable co-operation and assistance in relation to each audit, including but not limited to:
- a. all information requested by the Authority within the permitted scope of the audit;
 - b. reasonable access to any Sites controlled by the Contractor or any Associated Company used in the performance of the Contract to the extent required within the permitted scope of the audit and, where such Sites are outwith the control of the Contractor, shall secure sufficient rights of access for the Auditors as shall be necessary to allow audits to take place; and
 - c. access to any relevant staff.
- 49.13 The Authority shall endeavour to (but is not obliged to) provide at least 15 calendar days' notice of its intention to conduct an audit.

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- 49.14 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Condition, unless the audit identifies a material breach of the terms of this Condition by the Contractor in which case the Contractor shall reimburse the Authority for all the Authority's reasonable costs incurred (which shall be evidence to the Contractor) in the course of the audit.
- 49.15 The Contractor shall in their Sub-contracts procure rights for the Authority to enforce the terms of clauses 49.7 to 49.14 of this Condition in accordance with the Contracts (Rights of Third Parties) Act 1999.

General

- 49.16 On termination or expiry of this Contract the provisions of this Condition excepting 49.3 a and 49.3 b above shall continue in force so long as the Contractor and/or and Sub-contractor holds any MOD Identifiable Information relating to this Contract.
- 49.17 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the Parties under this Condition that have accrued up to the date of termination or expiry, including but not limited to the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 49.18 The Contractor agrees that the Authority has absolute discretion to determine changes to DEFSTAN 05-138 and/or the Cyber Risk Level. In the event that there is such a change to DEFSTAN 05-138 or the Cyber Risk Level, then either Party may seek an adjustment to the Contract Price for any associated increase or decrease in costs and the Contractor may request an extension of time for compliance with such revised or amended DEFSTAN 05-138 or Cyber Risk Level *provided always that* the Contractor shall seek to mitigate the impact on time and cost to the extent which it is reasonably practicable to do so and *further provided that* such costs shall not be allowed unless they are considered to be appropriate, attributable to the Contract and reasonable in all the circumstances.
- 49.19 Subject to 49.18 above, where the Contractor seeks such adjustment or extension, the Authority will proceed in accordance with any agreed change control procedure to determine the request for adjustment or extension. The Contractor must deliver a Contractor Change Proposal to the Authority within 8 weeks of the occurrence of the change in DEFSTAN 05-138 or Cyber Risk Level or such longer period as may be agreed by the Parties, identifying the impact of that change and accompanied by full details of the request for adjustment. For the avoidance of doubt, the Authority shall not be required to withdraw any Authority Notice of Change which may have been issued insofar as it relates to DEFSTAN 05-138 or the Cyber Risk Level whether or not the Contractor Change Proposal is rejected. In the event that the Contractor does not agree with the Authority's determination, then the provisions of this Clause or any agreed alternative dispute resolution procedure shall apply.
- 49.20 The Contractor shall not recover any costs and/or other losses under or in connection with this Condition where such costs and/or other losses are recoverable or have been recovered by the Contractor elsewhere in this Contract or otherwise. For the avoidance of doubt this shall include but not be limited to the cost of implementing any

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upgrades or changes to any information system or electronic communications network whether in response to a Cyber Security Incident or otherwise, where the Contractor is able to or has recovered such sums in any other provision of this Contract or has recovered such costs and/or losses in other contracts between the Contractor and the Authority or with other bodies.

50. DISPUTE RESOLUTION

- 50.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Contract through negotiations between the respective representatives of the parties having authority to settle the matter, which attempts may include the use of any Alternative Dispute Resolution (ADR) procedure on which the parties may agree.
- 50.2 In the event that the dispute or claim is not resolved by negotiation, or where the parties have agreed to use an ADR procedure, by the use of such procedure, the dispute shall be referred to arbitration.
- 50.3 The party initiating the arbitration shall give a written Notice of Arbitration to the other party. The Notice of Arbitration shall specifically state: that the dispute is referred to arbitration; and the particulars of the Contract out of or in relation to which the dispute arises.
- 50.4 Unless otherwise agreed in writing by the parties, the arbitration and this Condition shall be governed by the provisions of the Arbitration Act 1996.
- 50.5 It is agreed between the parties that for the purposes of the arbitration, the arbitrator shall have the power to make provisional awards as provided for in Section 39 of the Arbitration Act 1996.
- 50.6 For the avoidance of doubt it is agreed between the parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the parties to the arbitration.

51. Not Used

52. Not Used

SCHEDULE 1 TO MOD RIDER CONDITIONS

TRANSFER REGULATIONS

PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY

1 DEFINITIONS

1.1 In this Schedule 1 Part 1, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract, in this Schedule 1 Part 1 unless the context otherwise requires:

i. **"Data Protection Legislation" means:**

- (i) Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "General Data Protection Regulation");
- (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and
- (iii) all applicable Law about the processing of personal data and privacy;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing any part of the Services who is or is to be the employer of an Authority Employee, a Previous Contractor Employee or an Unexpected Employee;

"New Provider" means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

"Previous Contractor" means [insert details of any outgoing contractor. Ensure that any sub-contractors from whom employees may transfer are included];

"Previous Contractor Employee" means an employee of a Previous Contractor who immediately before the Relevant Transfer Date is assigned to carry out the services to be carried out by the Contractor or Sub-Contractor under this Contract and who has not been dismissed, resigned, been reassigned or objected to the Relevant Transfer;

"Relevant Transfer" means a transfer to the Contractor or an Employing Sub-Contractor of a Previous Contractor Employee pursuant to this Contract and the Transfer Regulations;

"Relevant Transfer Date" means the date on which a Relevant Transfer is effected for Previous Contractor Employees;

"Relevant Statutory Scheme" has the same meaning as in Regulation 8 of the Transfer Regulations;

“Services” shall have the meaning specified in [project team to complete];

“Transfer Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

2 PREVIOUS CONTRACTOR EMPLOYEES

2.1 Employee Information

- 2.1.1 No later than three months prior to the Relevant Transfer Date the Authority shall provide to the Contractor the information listed in Appendix 1 of this Schedule 1 Part 1 in respect of Previous Contractor Employees to the extent that such information has been provided to the Authority by the Previous Contractor.
- 2.1.2 The Authority shall provide the Contractor with any update to the information provided under paragraph 2.1.1 as soon as is reasonably practicable, to the extent that such information has been provided to the Authority by the Previous Contractor.
- 2.1.3 The Contractor shall provide any information provided to it by the Authority pursuant to paragraph 2.1.1 to an Employing Sub-Contractor within seven Business Days of receipt to the extent that such Previous Contractor Employees are to transfer to an Employing Sub-Contractor under a Relevant Transfer on the Relevant Transfer Date.
- 2.1.4 Paragraph 2.1.1 is subject to the Authority and any Previous Contractor’s obligations in respect of the Data Protection Legislation and any data provided by the Authority in accordance with paragraph 2.1.1 shall be provided in anonymous form in order to enable its disclosure. To the extent anonymous data has been provided by the Authority pursuant to its obligations under Paragraph 2.1.1 above, the Authority shall provide full data no later than 28 days prior to the Relevant Transfer.
- 2.1.5 The Authority does not warrant the accuracy of the information provided under paragraph 2.1.1.

2.2 Obligations in respect of Previous Contractor Employees

- 2.2.1 The Contractor and the Authority acknowledge (and the Contractor shall procure that the Employing Sub-Contractor acknowledges) that the provision of the Services under this Contract will constitute a Relevant Transfer.
- 2.2.2 The Contractor agrees (and will procure that the Employing Sub-Contractor agrees) that from the Relevant Transfer Date the contracts of employment of any Previous Contractor Employees together with any collective agreements (save insofar as such contracts and such agreements relate to benefits for old age, invalidity or survivors under any occupational pension scheme or otherwise do not transfer pursuant to regulation 4A of the Transfer Regulations) will take effect as if originally made between the Contractor or an Employing Sub-Contractor and the Previous Contractor Employees (or the relevant trade union, as the case may be) subject to any variations to such contracts of employment made pursuant to Regulation 9 of the Transfer Regulations, where applicable.
- 2.2.3 The Contractor agrees that it will comply with its obligations under sections 257 and 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005.

- 2.2.4 Save for any liabilities in respect of Previous Contractor Employees under a Relevant Statutory Scheme or Schemes, the Contractor or Employing Sub-Contractor (as the case may be) shall have responsibility for all emoluments and outgoings (including without limitation all wages, bonuses, commissions, payments in respect of holiday taken after the Relevant Transfer Date as appropriate, PAYE, national insurance contributions and contributions to retirement benefit schemes) in relation to the Previous Contractor Employees with effect from and including the Relevant Transfer Date and shall indemnify the Authority and the Previous Contractor in respect of the same.

2.3 Indemnities

- 2.3.1 The Contractor shall indemnify and hold harmless the Authority and any Previous Contractor against all demands, claims, liabilities, losses and damages, costs and expenses (including all interest, penalties, legal and other costs and expenses) together with any applicable Value Added and similar taxes or liability for deduction of PAYE tax properly incurred by the Authority or any Previous Contractor arising out of or in connection with:
- a. any breach by the Contractor and/or any Employing Sub-Contractor of their obligations under Regulation 13 of the Transfer Regulations;
 - b. any act or proposal by the Contractor or any Employing Sub-Contractor prior to or following the Relevant Transfer Date which amounts to a repudiatory breach of contract as referred to in Regulation 4(11) of the Transfer Regulations and/or to make a substantial change in working conditions of any Previous Contractor Employee to the material detriment of that employee. For the purposes of this sub-clause the expressions “repudiatory breach”, “substantial change” and “material detriment” shall have the same meanings as for the purposes of Regulation 4(9) and 4(11) of the Transfer Regulations; and
 - c. any collective agreement or any arrangement with any trade union or staff association after the Relevant Transfer Date.
 - d. Any variations or proposed variations to any Previous Contractor Employee’s terms and conditions of employment pursuant to regulations 4(5) and 4(5B).

3 GENERAL PROVISIONS APPLICABLE TO PREVIOUS CONTRACTOR EMPLOYEES AND CONTRACTOR PERSONNEL

3.1 Contractor Indemnity

- 3.1.1 The Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with the employment or termination of employment by the Contractor or any Employing Sub-

Contractor of any person (including the Previous Contractor Employees) engaged in connection with the provision of the Services during the term of this Agreement.

3.2 Post Transfer Reporting

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3.2.1 The Contractor shall upon request by the Authority provide (or shall procure that an Employing Sub-Contractor shall provide) the Authority with the following information in respect of the employees who are wholly or mainly employed, assigned or engaged in providing the Services:

- a. any proposed, agreed or imposed changes to terms and conditions of service;
- b. disputes relating to compliance with the Transfer Regulations which are regarded as unresolved by a recognised Trade Union;
- c. any court action or tribunal proceedings relating to compliance with the Transfer Regulations;
- d. completed court action or tribunal proceedings relating to compliance with the Transfer Regulations; and
- e. out of court settlements relating to compliance with the Transfer Regulations if possible having regard to the wording of the settlement.

**Appendix 1 to Schedule 1 to DOEA/0076A
MoD Rider Conditions**

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS

AGREEMENT PART A

1. Pursuant to paragraph 2.1.1 of this Schedule 1Part 1, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) will be provided to the extent it is not included within the written statement of employment particulars:
 - 1.1 Personal, Employment and
 - Career a. Age;
 - b. Security Vetting Clearance;
 - c. Job title;
 - d. Work location;
 - e. Conditioned hours of work;
 - f. Employment Status;
 - g. Details of training and operating licensing required for Statutory and Health and Safety reasons;
 - h. Details of training or sponsorship commitments;
 - i. Standard Annual leave entitlement and current leave year entitlement and record;
 - j. Annual leave reckonable service date;
 - k. Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
 - l. Information of any legal proceedings between employees and their employer within the previous two years or any such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
 - m. Issue of Uniform/Protective Clothing;
 - n. Working Time Directive opt-out forms; and
 - o. Date from which the latest period of continuous employment began.
 - 1.2 Performance Appraisal
 - a. The current year's Performance Appraisal;
 - b. Current year's training plan (if it exists); and
 - c. Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;
 - 1.3 Superannuation and Pay
 - a. Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken within the last two years;
 - b. Annual salary and rates of pay band/grade;
 - c. Shifts, unsociable hours or other premium rates of pay;

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- d. Overtime history for the preceding twelve-month period;
- e. Allowances and bonuses for the preceding twelve-month period;
- f. Details of outstanding loan, advances on salary or debts;
- g. Cumulative pay for tax and pension purposes;
- h. Cumulative tax paid;
- i. National Insurance Number;
- j. National Insurance contribution rate;
- k. Other payments or deductions being made for statutory reasons;
- l. Any other voluntary deductions from pay;
- m. Pension Scheme Membership;
- n. For pension purposes, the notional reckonable service date;
- o. Pensionable pay history for three years to date of transfer;
- p. Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- q. Percentage of pay currently contributed under any added years arrangements.

1.4 Medical

- a. Sickness and absence records for the immediately preceding four-year period; and
- b. Details of any active restoring efficiency case for health purposes.

1.5 Disciplinary

- a. Details of any active restoring efficiency case for reasons of performance; and
- b. Details of any active disciplinary cases where corrective action is on going.

1.6 Further information

- a. Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b. Short term variations to attendance hours to accommodate a domestic situation;
- c. Individuals that are members of the Reserves, or staff may have been granted special leave as a School Governor; and
- d. Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

1.7 Information to be provided 28 days prior to the Relevant Transfer Date:

- a. Employee's full name;
- b. Date of Birth
- c. Home address;
- d. Bank/building society account details for payroll purposes Tax Code.

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PART 2 – STAFF TRANSFER ARRANGEMENTS ON
EXIT

2. **DEFINITIONS**

2.1 In this Schedule 1Part 2, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) or Schedule 1 Part 1 of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) or Schedule 1 Part 1 of the Contract.

2.2 Without prejudice to Schedule 1 (Definitions) of the Contract or Schedule 1,Part 1, in this Schedule 1Part 2 unless the context otherwise requires:

"Employee Liability Information" has the same meaning as in Regulation 11(2) of the Transfer Regulations;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;

"Subsequent Relevant Transfer" means a transfer of the employment of Subsequent Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

"Subsequent Transfer Date" means the date on which the transfer of a Subsequent Transferring Employee takes place under the Transfer Regulations;

"Subsequent Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

3. **EMPLOYMENT**

3.1 Information on Re-tender, Partial Termination, Termination or Expiry

3.1.1 No earlier than [two] years preceding the termination, partial termination or Expiry of this Contract or a potential Subsequent Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):

- a. supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;

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- b. supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 1 Part 2 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Subsequent Relevant Transfer;
 - c. provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
 - d. acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
 - e. inform the Authority of any changes to the information provided under paragraph 3.1.1a or 3.1.1(b) up to the Subsequent Transfer Date as soon as reasonably practicable.
- 3.1.2 Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:
- a. ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of Part 2 of this Schedule 1(Personnel Information) relating to the Subsequent Transferring Employees is provided to the Authority and/or any New Provider;
 - b. inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 3.1.2 up to any Subsequent Transfer Date as soon as reasonably practicable;
 - c. enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.
- 3.1.3 No later than 28 days prior to the Subsequent Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 of Part 2 of this Schedule 1 (Personnel Information) relating to the Subsequent Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Subsequent Transfer Date.
- 3.1.4 Within 14 days following the relevant Subsequent Transfer Date the Contractor shall provide to the Authority and/or any New Provider the

information set out in Part C of Appendix 2 of this Schedule 1 in respect of Subsequent Transferring Employees.

3.1.5 Paragraphs 3.1.1 and 3.1.2 of this Appendix are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 3.1.1 and 3.1.2. Notwithstanding this paragraph 3.1.4, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 3.1.1 or 3.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.

3.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:

- a. materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
- b. replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
- c. reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
- d. terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any

reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 3.1.1, 3.1.2, 3.1.3, 3.1.4 or 3.1.6 of this Schedule 1 Part 2.

- 3.1.7 The Authority may at any time prior to the period set out in paragraph 3.1.5 of this Schedule 1 Part 2 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

3.2 Obligations in Respect of Subsequent Transferring Employees

- 3.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:

- a. before and in relation to the Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent Transferring Employees to the Authority and/or a New Provider; and
- b. comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

3.3 Unexpected Subsequent Transferring Employees

- 3.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Subsequent Transferring Employees provided under paragraph 3.1.3 (an "Unexpected Subsequent Transferring Employee") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Subsequent Transferring Employee's claim or allegation, whereupon:

- a. the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
- b. if the Unexpected Subsequent Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Subsequent Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph

2.3.1(c)(iii)), serve notice to terminate the Unexpected Subsequent Transferring Employee's employment in accordance with his contract of employment; and

- c. the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Subsequent Transferring Employee's claim or allegation:
 - (i) any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent Transferring Employee has been dismissed in accordance with paragraph 3.3.1(b);
 - (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;
 - (iii) any liabilities relating to the termination of the Unexpected Subsequent Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:
 - (A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);
 - (B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or
 - (C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
 - (iv) any liabilities incurred under a settlement of the Unexpected Subsequent Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);
 - (v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent Transferring Employee of £5,000; and
 - (vi) legal and other professional costs reasonably incurred;

3.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 3.3.1c if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 3.3.

3.4 Indemnities on Subsequent transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract

- 3.4.1 If on the expiry, termination or partial termination of the Contract there is a Subsequent Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee of the Contractor or any Sub- Contractor affected by the Subsequent Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.
- 3.4.2 If there is a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:
- a. any claim or claims by a Subsequent Transferring Employee at any time on or after the Subsequent Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Subsequent Transfer Date;
 - b. subject to paragraph 3.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Subsequent Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),
- save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.
- 3.4.3 In the event of a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-contractor of a New Provider] on or after the Subsequent Transfer Date to the working conditions of any Subsequent Transferring Employee to the material detriment of any

such Subsequent Transferring Employee. For the purposes of this paragraph 3.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

3.5 Contracts (Rights of Third Parties) Act 1999

- 3.5.1 A New Provider may enforce the terms of paragraph 3.3 and 3.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 3.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.
- 3.5.3 Nothing in this paragraph 3.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

3.6 General

- 3.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 1 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES

1. Pursuant to paragraph 3.1.1(b) of Part 2 of this Schedule 1 the following information will be provided:
 - a. The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively, the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b. The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c. The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);
 - d. Total redundancy liability including any enhanced contractual payments;

2. In respect of those employees included in the total at 1(a), the following information:
 - a. Age (not date of Birth);
 - b. Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c. Length of current period of continuous employment (in years, months) and notice entitlement;
 - d. Weekly conditioned hours of attendance (gross);
 - e. Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f. Pension Scheme Membership;
 - g. Pension and redundancy liability information;
 - h. Annual Salary;
 - i. Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j. Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k. Regular/recurring allowances;
 - l. Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);

3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Subsequent Transfer Date.

4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

4. Pursuant to paragraph 3.1.2 of this Schedule 1, part 2, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

4.1 Personal, Employment and Career

- a. Age;
- b. Security Vetting Clearance;
- c. Job title;
- d. Work location;
- e. Conditioned hours of work;
- f. Employment Status;
- g. Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h. Details of training or sponsorship commitments;
- i. Standard Annual leave entitlement and current leave year entitlement and record;
- j. Annual leave reckonable service date;
- k. Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- l. Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m. Issue of Uniform/Protective Clothing;
- n. Working Time Directive opt-out forms; and
- o. Date from which the latest period of continuous employment began.

4.2 Superannuation and Pay

- a. Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
- b. Annual salary and rates of pay band/grade;
- c. Shifts, unsociable hours or other premium rates of pay;
- d. Overtime history for the preceding twelve-month period;
- e. Allowances and bonuses for the preceding twelve-month period;
- f. Details of outstanding loan, advances on salary or debts;
- g. Pension Scheme Membership;
- h. For pension purposes, the notional reckonable service date;
- i. Pensionable pay history for three years to date of transfer;
- j. Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- k. Percentage of pay currently contributed under any added years arrangements.

4.3 Medical

- a. Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
- b. Details of any active restoring efficiency case for health purposes.

4.4 Disciplinary

- a. Details of any active restoring efficiency case for reasons of performance; and
- b. Details of any active disciplinary cases where corrective action is on going.

4.5 Further information

- a. Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b. Short term variations to attendance hours to accommodate a domestic situation;
- c. Individuals that are members of the Reserves, or staff that may have been granted special leave as a School Governor; and
- d. Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

4.6 Information to be provided 28 days prior to the Subsequent Transfer Date:

- a. Employee's full name;
- b. Date of Birth
- c. Home address;
- d. Bank/building society account details for payroll purposes Tax Code.

PART C

4.7 Information to be provided within 14 days following a Relevant Transfer Date:

4.7.1 Performance Appraisal

- a. The current year's Performance Appraisal;
- b. Current year's training plan (if it exists); and
- c. Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

4.7.2 Superannuation and Pay

- a. Cumulative pay for tax and pension purposes;
- b. Cumulative tax paid;
- c. National Insurance Number;
- d. National Insurance contribution rate;
- e. Other payments or deductions being made for statutory reasons;
- f. Any other voluntary deductions from pay.