

Definitions and Interpretations (Additional)

1. Notwithstanding the definitions and interpretations within the following words and expressions shall have the meanings given to them, except where the contract requires a different meaning:
 - 1.1. 'Party' means either the Authority or the Contractor;
 - 1.2. 'Change in Law' means any change in legislation from that in force as at the Contract Date applicable to the Contract;
 - 1.3. 'Monthly Payment' means the sum paid by the Authority to the Contractor for the services delivered in the preceding month;
 - 1.4. 'Certificate of Costs' means the document which sets out the Contractor's actual costs, expenses, revenues and profits in providing the services over the preceding Contract Year;
 - 1.5. 'Contract Year' means the 12 month period up to and including 31 March in any calendar year within the Contract Term, save that the first Contract Year shall be the period from Contract Date to the following 31 March;
 - 1.6. 'Contract Term' means the period from Contract Date to the earlier of the expiry date or termination date of the Contract;
 - 1.7. 'Contract Date' means the date upon which the Contract becomes effective, i.e. the date on which the Contractor accepts the Authority's offer of Contract;
 - 1.8. 'Expiry Date' means the date upon which the Contract shall cease to be effective unless terminated prior to this date;
 - 1.9. 'Termination Date' means any date prior to the Expiry Date upon which the Contract shall cease to be effective;
 - 1.10. 'Breakage Costs' means the compensation payable by the Authority to the Contractor if the Contract is terminated by the Authority for [reasons other than Contractor Breach]
 - 1.11. 'Third Party Claim' means any claim made, warned or threatened against either of both Parties to this Contract by a party not Party to this Contract;
 - 1.12. 'Replacement Services' means [find def. In Contract]
 - 1.13. 'Independent Safety Auditor (ISA)' means an individual not connected to either Party save that they are engaged to provide an independent safety assessment of the Contractor's performance in delivering the services under this Contract;
 - 1.14. 'Government Furnished Assets (GFA)' means Authority assets (including but not limited to information and equipment) issued or made available to the Contractor in connection with the Contract or by or on behalf of the Authority;
 - 1.15. 'Exit Management Plan' means a plan developed by the Contractor setting out the actions that need to be implemented prior to the expiry or termination of the Contract to ensure an efficient transition of service to a Replacement Contractor or the Authority;

- 1.16. 'Insolvency Event' means any event which has, or has the potential to, lead to a declaration by the Contractor or another suitably authorised party that the Contractor is no longer solvent;
- 1.17. 'Recompetition Data' means that data required by the Authority for the purposes of selecting a Replacement Contractor for the services; and
- 1.18. TUPE information as detailed within Annex L to the Contract.