

Schedule 11

Schedule of Prices

Table 1

[redacted]

Table 2 – Firm Price Contractor Personnel

[redacted]

Table 3 – Firm Price Equipment Hire

[redacted]

**Table 4 – Firm Price Project Management. Total Value for Contract Deliverables
(Schedule 16)**

[redacted]

Schedule 12

Government Furnished Assets (GFA)

[redacted]

Schedule 13

MOD Inventory Items

[redacted]

SCHEDULE 14

TAF N°: Version (e.g. V1):

[illegible]

Project Manager or Authorised Representative
Signature: _____
Name: _____

OFFICIAL SENSITIVE – COMMERCIAL
(When Completed)

SCHEDULE 14

TASK AUTHORISATION FORM (TAF)

Contract N°: S&MOCB/3380

TAF N°:

Version (e.g. V1):

Post:
Date:

OFFICIAL SENSITIVE – COMMERCIAL
(When Completed)

SCHEDULE 14

TASK AUTHORISATION FORM (TAF)

Contract N°: S&MOCB/3380

TAF N°: Version (e.g. V1):

C. CONTRACTOR'S FIRM PRICE PROPOSAL

To be completed by the Contractor

Labour Resources Description / Job Title of Personnel (Note 1)	Number of Days	Daily Rate (£)	FIRM Price (£)

Supply of Spares and Equipment Description (Note 2)	Quantity	Unit Price (£)	Firm Price (£)

Refurbishment of Articles Description (Note 3)	Quantity	Unit Price (£)	Firm Price (£)

TOTAL FIRM PRICE (£)	
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Note 1: All Labour Resources applicable to the Task shall be identified and priced in accordance with the Firm Labour Rates detailed at Schedule 11, Table 2.

Note 2: Spares and Equipment to be supplied under the Task shall be identified and priced in accordance with the Firm Prices detailed at Schedule 11, Table 3.

OFFICIAL SENSITIVE – COMMERCIAL
(When Completed)

SCHEDULE 14

TASK AUTHORISATION FORM (TAF)

Contract N°: S&MOCB/3380

TAF N°: Version (e.g. V1):

Note 3: Articles to be refurbished under the Task shall be identified and priced in accordance with the Firm Prices detailed at Schedule 11, Table 4.

OFFICIAL SENSITIVE – COMMERCIAL
(When Completed)

SCHEDULE 14

TASK AUTHORISATION FORM (TAF)

Contract N°: S&MOCB/3380

TAF N°:

Version (e.g. V1):

TECHNICAL PROPOSAL / STATEMENT OF WORK
(If different to that detailed at Part A)

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TIMESCALES

Commencement Date:

Delivery / Completion Date:

Remarks:

KEY ASSUMPTIONS

(Any assumptions shall be subject to individual agreement by DE&S on a case by case basis prior to Authorisation to proceed being provided at Part F)

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PROPOSAL VALIDITY: (To be no less than 3 months): DD/MM/YYYY

D. CONTRACTOR PROPOSAL SUBMISSION

To be completed by the Contractor

Contractor's Signature:
Name:
Post:
Date:

OFFICIAL SENSITIVE – COMMERCIAL
(When Completed)

SCHEDULE 14

TASK AUTHORISATION FORM (TAF)

Contract N°: S&MOCB/3380

TAF N°:

Version (e.g. V1):

OFFICIAL SENSITIVE – COMMERCIAL
(When Completed)

SCHEDULE 14

TASK AUTHORISATION FORM (TAF)

Contract N°: S&MOCB/3380

TAF N°: Version (e.g. V1):

E. DE&S PROJECT AUTHORITY ENDORSEMENT

To be completed by DE&S (Project Manager or other Authorised Representative)

The Labour hours, Material, Bought-out Parts and other Costs quoted at Part C are considered commensurate with the requirement.

The proposed Commencement and Completion Dates detailed at Part C are considered acceptable.

Project Manager or other Authorised Representative
Signature:
Name:
Post:
Date:

F. AUTHORISATION TO PROCEED

To be completed by DE&S (Commercial Manager)

Authorisation is hereby given for the Contractor to proceed with TAF No.
in accordance with the following:

In accordance with Contractor's FIRM price proposal at Part C.
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TAF FIRM Price: £

Commercial Manager
Signature:
Name:
Post:
Date:

OFFICIAL SENSITIVE – COMMERCIAL
(When Completed)

SCHEDULE 14

TASK AUTHORISATION FORM (TAF)

Contract N°: S&MOCB/3380

TAF N°: Version (e.g. V1):

OFFICIAL SENSITIVE – COMMERCIAL
(When Completed)

SCHEDULE 14

TASK AUTHORISATION FORM (TAF)

Contract N°: S&MOCB/3380

TAF N°: Version (e.g. V1):

G. TASK COMPLETION

To be forwarded to DE&S (Project Manager or other Authorised Representative) by the Contractor

Task Commencement Date:

Task Completion Date:

Contractor's Signature:
Name:
Post:
Date:

H. TASK COMPLETION APPROVED

To be completed by DE&S (Project Manager or other Authorised Representative)

Project Manager or other Authorised Representative
Signature:
Name:
Post:
Date:

Schedule of Authorised Tasks

115

Schedule 16

Contract Deliverables

Deliverable No.	Description	Qty	Delivery Date
D-1	Declaration by the Contractor that all Contractor's tooling and equipment required to be provided under Item 1 of the Schedule of Requirements has been mobilised to the Falkland Islands and stored at the Contractor's storage location.	-	Within 1 month of Contract Award
D-2	Quality Plan	-	Within 30 business days of Contract Award
D-3	Exit Management Plan (Requires discussion as to FI manpower)	-	Within 3 months of Contract Award
D-4	Task Safety Management Plan (Maintenance and Diving Project Plan)	For each task	No later than 1 week prior to commencement of any diving operation
D-5	Daily Progress Reports	Daily during tasked activities	No later than noon (local time) on the day following that to which the Daily Progress Report relates, unless otherwise agreed by the Authority
D-6	New manufacture Spares and Equipment supplied under Item 5 of the Schedule of Requirements	All	In accordance with individual Task Authorisation Form (TAF) delivery requirements
D-7	Certificates of Conformity	All	To be delivered with all Articles supplied under the Contract
D-8	Refurbished Articles under Item 6 of the Schedule of Requirements	All	In accordance with individual Task Authorisation Form (TAF) delivery requirements
D-9	Declaration by the Contractor that all Contractor's tooling and equipment provided under Item 1 of the Schedule of Requirements has been demobilised from the Falkland Islands and received at its final destination.	-	Within 1 month of Contract expiry or termination

Deliverable No.	Description	Qty	Delivery Date
D - 10	SPM maintenance post deployment report	-	4 weeks on return from deployment, unless otherwise agreed with the Authority

Schedule 17

Standing Orders

**FALKLAND ISLANDS
BASE
STANDING ORDERS
J4-LOGS-25**

BRITISH FORCES SOUTH ATLANTIC ISLANDS (BFSAI) POLICY FOR THE ENTITLEMENTS FOR ALL VISITING CONTRACTORS

INTRODUCTION

1. This policy defines the entitlements for all contractors¹ visiting BFSAI unless different entitlements are specifically stipulated in an extant contract. Any accommodation request that deviates from this policy must be substantiated with written evidence from the extant MOD contract detailing the alternative entitlements. A visiting contractor is defined as an employee of a company, with which MOD has a direct extant contract, who is visiting BFSAI for less than 28 days.

ACCOMMODATION

[redacted]

MESSING FACILITIES

[redacted]

4. Those that are permitted to use the Officers' Mess must adhere to the appropriate Mess Rules from the outset. The Contractor is to ensure that their staff are made aware of the appropriate Mess Rules, including dress codes, prior to their arrival in the Falkland Islands and ensure that all bills are settled prior to departure. Outstanding debts will be sent to the Contractor's organisation for payment and internal resolution. It should be noted that the Contractor will be required to pay Mess subscriptions each week they use the Officers' Mess.

WELFARE

5. Visiting contractors are not entitled to use the welfare Internet facilities but may (if entitled) purchase a Wi-Fi card from the NAAFI if they wish to use the internet whilst in the Falkland Islands.

LEISURE AND RETAIL FACILITIES

[redacted]

¹ A Contractor is defined as an employee of a company or organisation which has a contract with the MOD to deliver goods or services. It does not include MOD Civil Servants who will be afforded the entitlements and accommodation equal to service personnel of equivalent rank.

7. Visiting contractors holding a valid pass are entitled to use the commercial facilities at the MoD Sites, including NAAFI (with the exception of the purchase of stamps and tobacco).

8. Visiting contractors shall be entitled to use recreation and welfare facilities where they are available, providing that appropriate insurance cover is provided and having undergone any necessary induction training. Use of these facilities is based on a fill up basis with priority afforded to MoD. The MoD can give no guarantee of the availability of use and these may be subject to restrictions when required for official service use.

MEDICAL AND DENTAL

9. BFSAI shall not be responsible for the health provisions of any visiting contractor and all visitors must be insured against any medical/dental emergency or medical evacuation. Any costs incurred because of a medical emergency shall be recovered in full from the visiting contractor affected.

COMPASSIONATE

10. BFSAI is not responsible for any compassionate flights back to the UK. If the air-bridge is returning and there are spare seats the Authority may provide this at nil cost at their discretion.

Schedule 18

Quality Plan

Schedule 19

Key Performance Indicators (KPI)

Key Performance Indicators and Performance Indicators to be measured for this Contract are provided at Table 1 and the monitoring and Sentencing of Key Performance will be undertaken in accordance with Table 2.

The outcome of each performance level will be determined for each KPI as follows:

- a. **Green Performance Level**, there will be no reduction to the fee.
- b. **Amber Performance Level**, a reduction to the fee for the relevant KPI, as defined in Table 2, will be retained by the Authority as a Temporarily Withheld Payment. If the Contract achieves a Green Performance Level in the next reporting KPI meeting, this amount will be paid in addition to the usual payment amount. If this is not the case, then the retained amount will become a Permanently Withheld Payment.
- c. **Red Performance Level**, a reduction to the fee for the relevant KPI, as defined in Table 2, will be applied as a Permanent Withheld Payment.

The actual performance for each KPI will be assessed at the next calendared Contract Progress Meeting. Authority to use data submitted by the Contractor on the 10th business day prior to the Contract Progress Meeting or as agreed with the Authority. This score shall determine the relevant KPI performance level.

Table 1 - Key Performance Measurement and Incentive

KPI	Measured Item	PI (Performance Indicator)	Sum of PI occurrences equals Zero	Sum of PI occurrences equals One	
KPI 1: Planning and Reporting	All contract deliverables produced in accordance with Schedule 16	Number of contract deliverables not provided within contracted timeframes listed in Schedule 16	High Incentive	Medium Incentive	No Incentive

Table 2 – Key Performance Monitoring and Sentencing

Key Performance Indicator - Planning and Reporting	
KPI Number	1
Service Area	Schedule 16 – Contract Deliverables
KPI Descriptor	Planning and Reporting
	Start – At commencement date of the contract

	<p><i>Finish</i> – At finish date of the contract</p> <p>This KPI will measure the 10 contract deliverables as set out in Schedule 16 throughout the term of the Contract. The KPI will measure the number of contract deliverables not provided within the contracted timeframes listed in Schedule 16.</p>
Who Reports?	The Contractor
Monitoring Frequency	At Contract Progress Meetings
Sentencing Frequency	At Contract Progress Meetings
Maximum Reduction	[redacted]
Retention Attribution	In accordance with the performance level below and sections 1.1. – 1.3.
Band	Performance Level
Green	Sum of PI occurrences in Table 1 equals zero
Amber	Sum of PI occurrences in Table 1 equals one
	Sum of PI occurrences in Table 1 is greater than one

Schedule 20

Acquired Rights Directive (ARD)

TRANSFER REGULATIONS

EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

1.1 In this Schedule 20, 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 unless the context otherwise requires:

"Data protection legislation" means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to:

(i) the General Data Protection 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 (the "UK General Data Protection Regulation" or "UK GDPR");

(ii) the Data Protection Act 2018;

(iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

(iv) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner's Office which apply to a party;

"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;

"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;

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

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

"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.

2. EMPLOYMENT

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

2.1.1 No earlier than two years preceding the termination, partial termination or Expiry of this Contract or a potential 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;
- (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 20 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 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 2.1.1(a) or 2.1.1(b) up to the Transfer Date as soon as reasonably practicable.

2.1.2 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 this Schedule 20 (Personnel

Information) relating to the 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 2.1.2 up to any 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.
- 2.1.3 No later than 28 days prior to the Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Transferring Employees together with the information listed in Part B of Appendix 2 of this Schedule 20 (Personnel Information) relating to the Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Transfer Date.
- 2.1.4 Within 14 days following the relevant 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 20 in respect of Transferring Employees.
- 2.1.5 Paragraphs 2.1.1 and 2.1.2 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 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.4, 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 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Transfer Date.
- 2.1.6 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 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.6 of this Schedule 20.

- 2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 20 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.

2.2 Obligations in Respect of Transferring Employees

- 2.2.1 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 Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the 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.

2.3 Unexpected Transferring Employees

- 2.3.1 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 Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected 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 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 Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
- (b) if the Unexpected 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 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 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 Transferring Employee's claim or allegation:
 - (i) any additional costs of employing the Unexpected Transferring Employee up to the date of dismissal where the Unexpected Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);
 - (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Transferring Employee;
 - (iii) any liabilities relating to the termination of the Unexpected 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 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 Transferring Employee's claim or allegation, subject to a cap per Unexpected Transferring Employee of £5,000; and

(vi) legal and other professional costs reasonably incurred;

2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(c) 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 2.3.

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

2.4.1 If on the expiry, termination or partial termination of the Contract there is a 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 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 Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the 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.

2.4.2 If there is a 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 Transferring Employee at any time on or after the 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 Transfer Date;

(b) subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the 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 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 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.

- 2.4.3 In the event of a 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 Transfer Date to the working conditions of any Transferring Employee to the material detriment of any such Transferring Employee. For the purposes of this paragraph 2.4.3, 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.

2.5 Contracts (Rights of Third Parties) Act 1999

- 2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.
- 2.5.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

2.6 General

- 2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 20 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 2.1.1(b) of this Schedule 20, 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 national insurance contributions 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 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

3. Pursuant to paragraph 2.1.2 of this Schedule 20, 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:

3.1 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.

3.2 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.

3.3 **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.

3.4 **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.

3.5 **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 for public duties such as a School Governor; and;
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

3.6 **Information to be provided 28 days prior to the 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

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

3.7.1 Performance Appraisal

The current year's Performance Appraisal;

Current year's training plan (if it exists); and

Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

Superannuation and Pay

Cumulative pay for tax and pension purposes;

Cumulative tax paid;

National Insurance Number;

National Insurance contribution rate;

Other payments or deductions being made for statutory reasons;

Any other voluntary deductions from pay;

Schedule 21
Exit Management Plan

[Signature Page to Follow]

Contract S&MOCB/3380 for the Supply of SPM Maintenance Support

This Contract shall come into effect on the date of signature by both parties.

For and on behalf of Briggs Marine Contractors Limited

Name, Title and Position	
Signature	
Date	

For and on behalf of the Secretary of State for Defence

Name, Title and Position	
Signature	
Date	

