



Defence
Infrastructure
Organisation

Call-Off Schedule 6B

TUPE Contract Price Adjustment

Built Estate

REF: RM6089

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CALL-OFF SCHEDULE 6B

TUPE -TRANSFERRING BUYER EMPLOYEES – CONTRACT PRICE ADJUSTMENT

**WHERE IDENTIFIED IN THE CALL OFF ORDER FORM THIS SCHEDULE 6B
SHALL REPLACE CALL OFF SCHEDULE 6A FOR THE PURPOSES OF THE CALL
OFF CONTRACT.**

1. NOT USED

2. BUYER EMPLOYEES

2.1 Buyer Employee Information / Contract Price Adjustment

2.1.1 Three months prior to the Relevant Transfer Date, the Buyer shall provide to the Supplier:

- (a) The Employee List; and
- (b) Employee Liability Information in respect of the Expected Buyer Transferees;

2.1.2 Up to 28 days prior to the Relevant Transfer Date the Buyer shall inform the Supplier of, and provide any information related to, any changes to the information provided pursuant to Paragraph 2.1.1 as soon as reasonably practicable.

2.1.3 The Supplier's Authorised Representative shall provide any information provided to it by the Buyer under Paragraph 2.1.1 to an Employing Sub-contractor within 5 Working Days of receipt to the extent that such Expected Buyer Transferees are to transfer to an Employing Sub-contractor under a Relevant Transfer on the Relevant Transfer Date.

2.1.4 No later than 28 days prior to the Relevant Transfer Date the Buyer shall provide to the Supplier the Final List.

2.1.5 Paragraph 2.1.1 is subject to the Buyer's obligations in respect of the Data Protection Legislation and the Buyer shall use its reasonable endeavours to obtain the consent of its employees to the extent necessary under the Data Protection Legislation or provide the data in anonymous form in order to enable disclosure of the information required under Paragraph 2.1.1.

2.1.6 Where any differences between the employee lists at Appendix 1 (which shows the employee information on which the Supplier based the employment costs used to calculate the Charges those employment costs being £insert sum) and the Final List result in reasonable additional TUPE Costs to the Supplier and/or any Employing Sub-contractor, the Supplier may propose a reasonable

adjustment to the Charges to meet such reasonable additional TUPE Costs that the Supplier and/or any Employing Sub-contractor incurs as a result of such a change provided that such a change is not as a result of an act or omission of the Supplier and/or any Employing Sub-contractor. The Supplier shall produce such evidence of the reasonable additional TUPE Costs incurred as the Buyer may reasonably require as soon as is reasonably practicable and in any event no later than 28 days following the receipt of such a written request prior to any adjustment being made. No adjustment to the Charges shall be made where there is a failure to produce such evidence within this timescale or where the Buyer considers such information insufficient.

- 2.1.7 Where the Buyer considers that any differences between the employee lists at Appendix 1 (which shows the employee information on which the Supplier based the employment costs used to calculate the Charges those employment costs being £insert sum) and the Final List result in a reduction of TUPE Costs to the Supplier and/or any Employing Sub-contractor, the Buyer shall propose a reasonable adjustment to the Charges to reflect any reasonable reduction in TUPE Costs to the Supplier and/or any Employing Sub-contractor. The Buyer and the Supplier shall produce such reasonable evidence as the other Party shall reasonably require as soon as is reasonably practicable and in any event no later than 28 days after a request is made in writing in order to establish such a reduction in TUPE Costs. A failure by the Supplier to produce such evidence shall preclude the Supplier from objecting to an adjustment to the Charges. A failure by the Buyer to produce such evidence, save where such a failure is as a result of an act or omission of the Supplier or Employing Sub-contractor, shall result in no adjustment to the Charges.
- 2.1.8 Where, following the Relevant Transfer Date, the Supplier and/or the Buyer provides reasonable evidence to the other Party that any of the details in the Final List were inaccurate (other than details in respect of the number or identity of the Expected Buyer Transferees which shall not be taken into account in respect of any Charges adjustment due to additional TUPE Costs) the Charges shall be adjusted to reflect the adjustment which would have been made under Paragraphs 2.1.6 and/or 2.1.7 (if any) had the Final List been accurate on the Relevant Transfer Date. The Buyer and the Supplier shall produce such reasonable evidence of the inaccuracies and/or the additional TUPE Costs and/or reduction in TUPE Costs incurred as the other Party may reasonably require as soon as is reasonably practicable and in any event, no later than 28 days following the receipt of such a request prior to any adjustments being made. Where there is a failure by the Supplier to produce such evidence within this timescale or where the Buyer reasonably considers such information insufficient, no adjustment to the Charges shall be made. A failure by the Buyer to produce reasonable evidence to

demonstrate inaccuracies and/or the reduction in TUPE Costs, save where such a failure is as a result of an act or omission of the Supplier or Employing Sub-contractor, shall result in no adjustment to the Charges.

2.1.9 No adjustments shall be made to the Charges in respect of inaccuracies raised under Paragraphs 2.1.6, 2.1.7 or 2.1.8 more than six months following the Relevant Transfer Date.

2.1.10 The Parties agree that any adjustments to the Charges under Paragraphs 2.1.6, 2.1.7 or 2.1.8 for each Relevant Transfer shall be made at the same time which shall be no earlier than six months after the Relevant Transfer Date.

Appendix 1

**LIST OF EMPLOYMENT INFORMATION ON WHICH THE SUPPLIER BASED THE
BUYER PERSONNEL COSTS OF THE CONTRACT PRICE**

Not applicable at this time, no Buyer personnel identified to TUPE at Contract Award.

Appendix 2
PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT

PART A

1. Pursuant to Paragraphs 2.1.1 of this Schedule 6B 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;
- 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) Civil Service Pension Scheme Membership (Opt-out of Civil Service Pension Scheme, Classic, Classic Plus, Premium, Defined Contribution) or, where relevant Supplier Scheme or other Supplier/Sub-Supplier 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 ongoing.

1.6 Further information

- a) Information about specific adjustments that have been made for an individual in accordance with 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 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.