



Ministry
of Defence

de&s

Defence Equipment & Support

710019452 – MSS/140 – Provision of Fire Detection Systems for Vanguard Class



Equipping and Supporting our Armed Forces

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Ministry of Defence

Terms and Conditions

**Between the Secretary of State for
Defence of the United Kingdom of Great
Britain and Northern Ireland**

Team Name and address:

MSS Strategic & Bespoke Procurement
#3324 Birch 3A
MOD Abbey Wood
BS34 8JH

E-mail Address: desshipsmss-mast-
sabp@mod.gov.uk

And

Contractor Name and address:

Tyco Fire & Integrated Solutions (UK) Limited
Tyco Park, Grimshaw Lane, Newton Heath
Manchester
M40 2WL

Telephone Number: 0161 455 4400

1 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions;
 - (2) the schedules; and
 - (3) the documents expressly referred to in the agreement.

2 Application of Conditions

- a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
- b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

3 Limitation of Contractor's Liability

- a. Subject to Clause 3.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £0.220m (two hundred and twenty thousand pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
 - (1) for:
 - (a) any liquidated damages (to the extent expressly provided for under this Contract);
 - (b) not used;
 - (c) any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - (d) any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
 - (2) under DEFCON 632;
 - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
 - (4) For fraud, fraudulent misrepresentation, wilful misconduct or gross negligence;
 - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
 - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
 - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

4 The project specific DEFCONs that apply to this Contract are:

DEFCON	Edn	Title
21	06/21	Retention Of Records
68	10/22	Supply of Data for Hazardous Substances, Mixtures and Articles
90	06/21	Copyright
113	02/17	Diversion Orders
117	07/21	Supply Of Information For NATO Codification and Defence Inventory Introduction
129	02/22	Packaging (For Articles Other Than Munitions)
129J	18/11/16	The Use Of Electronic Business Delivery Form
503	06/22	Formal Amendments To Contract
507	07/21	Delivery
513	07/24	Value Added Tax (VAT) and Other Taxes
514	08/15	Material Breach
515	06/21	Bankruptcy And Insolvency
516	04/12	Equality
518	02/17	Transfer
520	10/23	Corrupt Gifts And Payments Of Commission
522	11/21	Payment and Recovery of Sums Due
524	12/21	Rejection
525	10/98	Acceptance
526	02/24	Notices
527	09/97	Waiver
528	10/23	Import and Export Licences
529	09/97	Law (English)
530	12/14	Dispute Resolution (English Law)
531	09/21	Disclosure Of Information
532A	05/22	Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

534	06/21	Subcontracting and Prompt Payment
537	12/21	Rights Of Third Parties
538	02/24	Severability
539	01/22	Transparency
540	05/23	Conflicts of Interest
550	02/14	Child labour and Employment Law
566	04/24	Change Of Control Of Contractor
602B	06/24	Quality Assurance (Without Deliverable Quality Plan)
604	06/14	Progress Reports
606	07/21	Change And Configuration Control Procedure
608	07/21	Access And Facilities To Be Provided By The Contractor
609	07/21	Contractor's Records
612	06/21	Loss Of Or Damage To The Articles
620	06/22	Contract Change Control Procedure
621B	04/24	Transport (If Contractor Is Responsible For Transport)
624	08/22	Use Of Asbestos
627	04/24	Quality Assurance - Requirement for a Certificate of Conformity
632	11/21	Third Party Intellectual Property - Rights and Restrictions
637	05/17	Defect Investigation And Liability
642	07/21	Progress Meetings
644	07/18	Marking Of Articles
656A	08/16	Termination for Convenience - Under £5M
658	10/22	Cyber
660	12/15	Official-Sensitive Security Requirements
671	10/22	Plastic Packaging Tax

5 The special conditions that apply to this Contract are:

5.1 Price

- a. Prices payable in respect of work carried out under this Contract shall be as stated in the Schedule of Requirement at Schedule 2 of this Contract.
- b. Unless otherwise stated in this Contract, all prices shall be Firm Price and shall be inclusive of all materials and costs necessary to comply with the Conditions of Contract, taking full account of the Contractor's obligations under the Contract.

5.2 Claims for Payment

Subject to the provisions of DEFCON 530, claim for payment in respect of work carried out under this Contract shall be made upon satisfactory completion of all work under this Contract.

5.3 Transfer of Undertakings (Protection of Employment) – TUPE

In the event that TUPE applies, the Contract shall comply with the provisions as set out in Schedule 6 (Transfer of Undertakings – Protection of Employment) of this Contract.

Contract 710019452 – MSS/140 for the Provision of Fire Detection Systems for Vanguard Class

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

For and on behalf of Tyco Fire & Integrated Systems (UK) Limited:

Name, Title and Company Position	[Redacted7]	
Signature	[Redacted7]	
Date	29/08/24	

For and on behalf of the Secretary of State for Defence:

Name and Title	[Redacted7]	
Signature	[Redacted7]	
Date	22/08/2024	

Schedule 1 – Additional Definitions of Contract

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Schedule 2 – Schedule of Requirements for Contract No: 710019452 (MSS/140)

Deliverables			
Item Number	Specification	Delivery Date	Firm Price (£) Ex VAT
			Total inc. packaging (and delivery if specified in the Purchase Order)
1	Supply two sets of the following: [Redacted ⁶] Fire Detection System, Carried on Board Spares, Ancillary Test Equipment, and Initial Spares Provisioning, in accordance with SoR (Annex A to Schedule 2).	December 2024	£183,050.80
Item Number	Consignee Address (XY code only)		

Schedule 3 - Contract Data Sheet for Contract No: 710019452 (MSS/140)

Contract Period	<p>Effective date of Contract: date of signatures from both parties, as on page 5.</p> <p>The Contract expiry date shall be: the contract shall continue for a period until all work required under the Statement of Requirement (Schedule 2, Annex A of this Contract) has been completed to the satisfaction of the Authority, with a target date for completion of December 2024.</p>
DEFCON 530 - Notices	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: [Redacted¹]</p> <p>Contractor: [Redacted¹]</p>
DEFCON 602B – Supply of Contractor Deliverables and Quality Assurance	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>No</p> <p>Other Quality Assurance Requirements:</p> <p>AQAP 2110 Edition D version 1 – NATO Quality Assurance Requirements for Design, Development and Production.</p> <p>Def Stan 05-061 Part 1, issue 7 – Quality Assurance Procedural Requirements – Concessions</p>

Def Stan 05-061 Part 9, Issue 6 – Quality Assurance Procedural Requirements - Independent Inspection Requirements for Safety Critical Items.

Def Stan 05-135, Issue 2 – Avoidance of Counterfeit Material.

SSP-25 Quality Assurance for Safety In Submarines.

ISO 9001:2015 or suitable alternative, with the appropriate scope to deliver contract requirements, issued by a Nationally Accredited Certification Body.

<p>DEFCON 68 – Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables</p>	<p>A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixture and Articles Statement), and if applicable, UK REACH Article 31 compliant Safety Data Sheet(s) including any related information to be supplied in compliance with the Contractor's statutory duties under DEFCON 68, and any information arising from the provisions of DEFCON 68 are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to The Authority's Representative (Commercial) by the following date:</p> <p>So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format.</p> <p>(1) Hard copies to be sent to: [Redacted⁸]</p> <p>(2) Emails to be sent to: [Redacted⁸]</p> <p>SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for OME are not to be sent to HSIS and must be held by the respective Authority Delivery Team.</p>
<p>DEFCON 507 – Delivery/Collection</p>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor</p> <p>Special Instructions:</p> <p>Contact the Equipment Support Manager as detailed in DEFFORM 111 for delivery details.</p>
<p>DEFCON 129 – Packaging and Labelling of Contractor Deliverables</p>	<p>Additional packaging requirements:</p>

<p>DEFCON 604 – Progress Meetings</p>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Formal progress meetings are not required.</p> <p>Informal communication with the Authority's Equipment Support Manager, as detailed in DEFFORM 111, via email is required on a monthly basis, to update on progress and delivery dates.</p>
<p>DEFCON 604 – Progress Reports</p>	<p>The Contractor is required to submit the following Reports:</p> <p>Formal progress reports are not required.</p> <p>Informal communication with the Authority's Equipment Support Manager, as detailed in DEFFORM 111, via email is required on a monthly basis, to update on progress and delivery dates.</p>

Redacted²

DEFFORM 111

**Schedule 4 - Contractor's Sensitive Information
(i.a.w. DEFCON 539) for Contract No:
710019452 (MSS/140)**

Redacted³

Schedule 5 – Notification of Intellectual Property Rights (IPR) Restrictions (i.a.w. DEFCON 632) for Contract No. 710019452 (MSS/140)

PART A – Notification of IPR Restrictions

1. ITT / Contract Number				
0. ID	0. Unique Technical Data	1. Unique Article(s)* Identification Number / Label	2. Statement Describing IPR Restriction	3. Ownership of the Intellectual Property Rights
	Reference Number / Label			
1	Redacted ⁴	Fire Detection System	Contractor Deliverables are commercial off the shelf (COTS) items. Pre-existing rights apply to deliverable documentation, and Contractor does not provide Government Licence Rights or Limited Rights in Contractor Deliverables.	Contractor
2				
3				
4				
5				
6				

Please continue on additional sheets where necessary.

* Article(s), for the purpose of this form only, means part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article

PART B – System / Product Breakdown Structure (PBS)

The Contractor should insert their PBS here. For software, please provide a Modular Breakdown Structure.

(Please see the [DEFFORM 711 Completion Notes](#) for guidance on completing Schedule 5)

Schedule 6 – Contract No. 710019452 (MSS/140)

TRANSFER REGULATIONS

EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

- 1.1 In this Schedule 6, 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 three months 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 6 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 6 (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 6 (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 6 in respect of Transferring Employees.
- 2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Schedule 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 2.1.5, 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 6.

- 2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 6 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 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 6 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 6, 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

1. Pursuant to paragraph 2.1.2 of this Schedule 6, 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:

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 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 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.

1.3 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.

1.4 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.

1.5 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

1.6 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

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

1.7.1 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;

Redacted⁵

SECURITY ASPECTS LETTER