

## VARIATION TO CONTRACT FORM

**This is to confirm the variation of our Agreement as per clause 7- Variation to Contract. All other aspects of the Contract remain unchanged.**

**Contract title** : **Delivery of Official Controls in Approved Establishments in England and Wales (Lots 1-6)**

**Contract Reference** : **FS101227**

**Variation No** : **16**    **Date:** **16/02/2022**

**Between** : **The Food Standards Agency (the Authority) and  
Evile and Jones GB Ltd (the Contractor)**

1. The Contract is varied as follows:

Please select the reason(s) for the variation:

☒ Price   ☐ Duration   ☐ Price and Duration   ☐ Scope of Work   ☐ Key Personnel   ☒ Other

### Overview

1. Schedule 2, 3.7.7 Attendance requirements for emergency slaughter out of hours provision will be amended as follows:
  - The "on-call/out of hours service" for 22-23 will be recompensed with a payment of £1,250 per month for the supplier to ensure appropriate Official Veterinarians are available.

2. Schedule 2, 3.7 Attendance requirements will be amended to include a new paragraph 3.7.8 Recording of Unpaid breaks on timesheets:

A worker is entitled to an uninterrupted (by FBO or their staff) unpaid break of 30 mins when daily working time is more than 6 hours. It should be a break in working time and should not be taken either at the start or the end of a working day.

1. Unpaid breaks that are recorded on the SOR for plants working 6 hours or less are to be taken as breaks and recorded as break on the timesheets system.
2. If unpaid breaks that are recorded on the SOR for plants working 6 hours or less are not taken as breaks, they should not be recorded as break (or if they are interrupted, only the uninterrupted time is recorded as break e.g. only 15 mins of a 30 min break recorded as break taken and a note made on the timesheet as to the reason)



3. Where an unpaid break is recorded on the SOR but the plant repeatedly works through the break or where the plant has no unpaid break recorded in the SOR but repeatedly takes a break this will trigger a review of the SOR.
  4. Where a plant works more than 6 hours without an unpaid break, whether it is in the SOR or not, would be breach of the Working Time Regulations and will be investigated by the FSA.
  5. Unpaid breaks not recorded in the SOR for plants working 6 hours or less are not to be taken as breaks and offline duties should be undertaken during this time.
  6. Where a plant works 6 hours or less where no unpaid break is recorded in the SOR and a break is taken due to stoppage, if no additional offline duties can be undertaken IUWT is to be used, however, please also note that FSA waives certain charges in line with the charging guide so there may be situations where the downtime is booked as NUWT or NIDT. You will be advised by your manager if those 2 codes need to be used. Whatever activity codes are applicable for the day, they should not exceed the overall SOR hours unless overtime working is required, and agreed between the FSA team and the FBO, or other factors arise which require longer FSA attendance, e.g. enforcement activity.
2. Words and expressions in this Variation shall be given the meanings given to them in the Contract.
  3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

**Signed:**

