



**Contract No: C17CSAE/701712461**

**For: Command Support Air Transport  
Recapitalisation (CSAT Recap) Phase 1**

<b>Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</b>	<b>And</b>
<b>Team Name and address:</b>	<b>Contractor Name and address:</b>
Defence Equipment and Support C17CSAE Team #1027 Walnut 2b MOD Abbey Wood Bristol BS34 8JH United Kingdom	Centreline Av Limited Bristol Airport Bristol BS48 3DP United Kingdom
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## Schedule 1 - Definitions of Contract

1.1 In addition to DEFCON 501, the following words and phrases shall have the meanings set out below unless otherwise specified in the Contract:

<b>Aircraft</b>	means the physical Aircraft purchased and supported under this Contract;
<b>2GP VIP Tasking Cell</b>	means the RAF team for co-ordinating the Tasking against the requirements of individuals;
<b>Aircraft Task Line (ATL)</b>	means a series of Tasks allocated, able to be performed by a single Aircraft between 07:00hrs and 06:59hrs the following day (GMT). An Aircraft Task Line can be completed by more than one Aircraft throughout this period;
<b>Airworthy</b>	means Aircraft declared as serviceable in the Aircraft Technical Log in accordance with the Aircraft Document Set (as defined in the CAA Air Operators Certificate), and is therefore considered fit to fly;
<b>Annual Flying Target (AFT)</b>	forecast target of tasked Flying Hours within a calendar year;
<b>Articles</b>	means the Contractor Deliverables (goods and/or the Services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports;
<b>Authority</b>	means the Secretary of State for Defence acting on behalf of the Crown;
<b>Authority's Representative(s)</b>	shall be those person(s) defined in Annex 15 to Schedule 2 (Addresses and Other Information) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s)

	shall be the designated person(s) for the purposes of Condition 7;
<b>Availability</b>	means the probability that an item will be able to function (i.e., it will not be failed or undergoing repair) when called upon to do so. This measure takes into account the item's reliability (how quickly it fails) and its maintainability (how quickly it can be repaired);
<b>Availability Target</b>	the number of Aircraft Task Lines required to be Available in order for the Contractor to meet their obligations under the Contract. Detailed at Condition 10 (Aircraft Availability);
<b>Available</b>	an Aircraft that is Airworthy and/or able to complete the Task allocated to it;
<b>Business Day</b>	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
<b>CED</b>	the date on which this Contract is signed and agreed;
<b>Charges</b>	has the meaning given in Condition 28.1 of Schedule 3;
<b>Commercial Packaging</b>	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1);
<b>Conflict of Interest (COI)</b>	a situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity;
<b>Consignee</b>	means that part of the Authority identified in Annex 15 to Schedule 2 (Addresses and Other Information) Delivered or on whose behalf they are to be collected at the address specified in Annex 15 to Schedule 2 (Addresses and Other Information) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
<b>Consignor</b>	means the name and address specified in Annex 15 to Schedule 2 (Addresses and Other Information) from whom the Contractor Deliverables will be dispatched or collected;
<b>Contract</b>	means the Contract including its Schedules, Annexes and Appendices and any amendments agreed by the

	Parties in accordance with DEFCON 503 (Formal Amendments to the Contract);
<b>Contract Award</b>	means the point in time at which the Contract offer is made by the Authority to the successful tenderer;
<b>Contract Duration</b>	has the meaning given at Condition 4.3 of Schedule 3;
<b>Contract Expiry</b>	means the point in time at which the Contract ends as defined in Condition 4.3. of Schedule 3;
<b>Contract Price</b>	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract;
<b>Contract Year</b>	means each 12-month period from the date at which the contract is in effect;
<b>Contractor</b>	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
<b>CPET</b>	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;
<b>Data Protection Legislation</b>	has the meaning given in Condition 28.1 of Schedule 3;
<b>DBS Finance</b>	means Defence Business Services Finance, at the address stated in Annex 15 to Schedule 2 (Addresses and Other Information);
<b>DEF STAN</b>	means Defence Standards which can be accessed at <a href="https://www.dstan.mod.uk">https://www.dstan.mod.uk</a> ;
<b>Default</b>	has the meaning given in Condition 28.1 of Schedule 3;

<b>DEFFORM</b>	means the MOD DEFFORM series which can be found at <a href="https://www.aof.mod.uk">https://www.aof.mod.uk</a> ;
<b>Deliver</b>	means the hand over of the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 7 of Schedule 3 and Delivered and Delivery shall be construed accordingly;
<b>Design Right(s)</b>	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
<b>Diversion Order</b>	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Annex 15 to Schedule 2 (Addresses and Other Information);
<b>Duty Holder (DH)</b>	means a person who is appointed to be responsible for a specific task;
<b>Emergent Work</b>	means work agreed to be undertaken and defined via the tasking process detailed at Condition 20 of Schedule 3 (Emergent Work Tasking Process). This would normally include work that is not fully scoped; defined; and/or priced within the Contract;
<b>Flying Hours</b>	means the period of time commencing immediately after the CSAT Aircraft wheels lose contact with the ground for the first time in a given period of Usage and ending when the CSAT Aircraft wheels make contact with the ground for the last time in that same period of Usage as measured by the CSAT Aircraft's on-board recording system;
<b>FOC</b>	means as set out at Annex 2 to Schedule 2;
<b>Foreign Object Damage</b>	is any particle or substance, alien to the Aircraft or Aircraft system, which has caused damage;
<b>Ground Handling Services</b>	means the ground services available at RAF Northolt to facilitate an Aircraft Task;
<b>Ground Support Equipment</b>	means the ground equipment required to facilitate an Aircraft Task;
<b>Independent Verification</b>	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems

	and procedures conform to “ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent”, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to “ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent”;
<b>Information</b>	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
<b>IOC</b>	means as set out at Annex 2 to Schedule 2;
<b>Key Performance Indicators / KPI</b>	means the quantifiable measure used to evaluate the performance of the Contractor;
<b>Law [Defined in S3/28.1]</b>	has the meaning given in Condition 28.1 of Schedule 3;
<b>Lease Agreement</b>	means the agreement under which the Authority leases the Aircraft to the Contractor;
<b>Liquidated Damages</b>	means the predetermined sum agreed by the parties to the contract to be payable in accordance with Condition 14;
<b>Local Operating Base</b>	means RAF Northolt;
<b>Local Runway Safety Team</b>	means the Runway Safety Team at RAF Northolt;
<b>Main Operating Base (MOB)</b>	means, the location at which the Aircraft are based. Between IOC to FOC the MOB can either be RAF Northolt or a location of the Contractor’s choosing. From FOC onwards the MOB shall be RAF Northolt, in accordance with Annex 2 of Schedule 2;
<b>Milestone</b>	means a defined stage of progress, within a list of actions or tasks;
<b>Milestone Payments</b>	means a payment, to a contractor in a series of lump sums, each payment is made after the contractor as completed or achieved a 'milestone', payment is made on completion based upon completion of what the Authority wants;



<b>NATO</b>	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
<b>New Provider</b>	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;
<b>Non-Variable</b>	means a multiplication of the Aircraft Task Line Price by the Total Actual Task Lines required to be available within the month;
<b>Notices</b>	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
<b>Option</b>	means an agreed option for the Authority to procure the identified Goods and/or Services under the agreed Terms of this Contract;
<b>Out of Area (OOA)</b>	Aircraft Tasked to be away from the MOB for a continuous period of more than 7 calendar days in accordance with Condition 33 of Schedule 3;
<b>Packaging</b>	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
<b>Packaging Design Authority (PDA)</b>	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex 15 to Schedule 2 (Appendix – Addresses and Other Information), Box 3;
<b>Parties</b>	means the Contractor and the Authority, and Party shall be construed accordingly;
<b>Rates</b>	the rates detailed at Pricing Table 3 of Annex 14 to Schedule 2;

<b>Relief Event</b>	has the meaning given at Condition 15.9.1 of Schedule 3;
<b>Relief Event Failure</b>	has the meaning given at Condition 15.9.2 of Schedule 3;
<b>Relief Event Period</b>	has the meaning given at Condition 15.9.3 of Schedule 3;
<b>Replenishment Services</b>	means the removal of sewage and fuel from the Aircraft and the provision of water and fuel to the Aircraft;
<b>Safety Data Sheet</b>	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
<b>Schedule of Requirements</b>	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
<b>Services</b>	means the services which the Contractor is required to provide under the Contract including as set out at Schedule 2 (Schedule of Requirements);
<b>Specification</b>	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;
<b>Standing Orders</b>	means an instruction or prescribed procedure in force permanently or until changed or cancelled;
<b>Station Operations</b>	means a standing order, issued by applicable establishment;
<b>Subcontractor</b>	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the

	whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;
<b>Task</b>	refers to a single flight, allocated to a single Aircraft, able to be performed within the specified technical constraints of the Aircraft, from a specific departure point to a specific arrival point at a specified time;
<b>Tasking</b>	refers to a single flight, also known as a defined mission activity, allocated to a single Aircraft, able to be performed within the specified technical constraints of the Aircraft, from a specific departure point to a specific arrival point at a specified time;
<b>Temporary Payment Withhold (TPW)</b>	means a temporary withhold of payment to the Contractor based on their Performance in accordance with Conditions 15.5 to 15.9;
<b>Term [Defined in S3/28.1] (but appears in other appendix too)</b>	has the meaning given in Condition 28.1 of Schedule 3;
<b>Training Sorties</b>	means a Task or Tasks undertaken by the Aircraft for the express purpose of training Authority personnel. Training Sorties are not subject to Condition 14 (Performance);
<b>Transition Period</b>	means the period from the Contract Effective Date to IOC;
<b>Unavailability</b>	a feature of the service that defines the Aircraft's inability to be presented and ready for use; it is the characteristic(s) that prevents the Aircraft being allocated to a Task;
<b>Unavailable</b>	an Aircraft that is not Airworthy and/or not able to complete the Task allocated to it;
<b>Unexpected Subsequent Transferring Employee [defined in S3/A12/2.3]</b>	has the meaning given in Paragraph 2.3 of Annex 12 of Schedule 3; and
<b>VAT</b>	means UK value added tax as provided for in the Value Added Tax Act 1994 and Legislation replacing, modifying or consolidating such Legislation.

## Glossary of Acronyms

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<b>AFT</b>	Annual Flying Target
<b>CAMO</b>	Continuing Airworthiness Management Organisation
<b>ATL</b>	Aircraft Task Line
<b>C4I</b>	Command, Control, Communication, Computer and Intelligence
<b>CE</b>	Contract Expiry
<b>CED</b>	Contract Effective Date
<b>COI</b>	Conflict of Interest
<b>CPET</b>	Central Point of Expertise on Timber
<b>CPS</b>	Cardinal Point Specifications
<b>CRM</b>	Customer Relationship Management
<b>DBS</b>	Defence Business Services
<b>DDH</b>	Delegated Duty Holder
<b>DEF STAN</b>	Defence Standards
<b>DAEMS</b>	Defence Aviation Error Management System
<b>SEMSCO</b>	Senior Error Management System Coordinator
<b>DH</b>	Duty Holder
<b>KPI</b>	Key Performance Indicators
<b>MOB</b>	Main Operating Base
<b>MOD</b>	Ministry of Defence
<b>NATO</b>	North Atlantic Treaty Organisation
<b>PDA</b>	Packaging Design Authority
<b>QA</b>	Quality Assurance
<b>QPM</b>	Quarterly Progress Meeting

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<b>SHEA</b>	Safety, Health, Environmental Advisor
<b>T&amp;S</b>	Travel & Subsistence
<b>TPW</b>	Temporary Payment Withhold
<b>TUPE</b>	Transfer of Undertakings (Protection of Employment) regulations
<b>VIP</b>	Very Important Person

## Schedule 2 – Schedule of Requirements (SoR)

<b>Name and Address of Contractor:</b> Centrelina Av Limited Bristol Airport Bristol BS48 3DP United Kingdom		<b>MINISTRY OF DEFENCE</b>  <b>SCHEDULE OF REQUIREMENTS FOR CSAT RECAP PHASE 1</b>		<b>Contract Number:</b>  <b>C17CSAE/701712461</b>

Table I Articles Required

Item No	Description	Total Price exc. VAT £ and iaw Condition 17 of Schedule 3
	The Contractor shall provide the following Goods and Services in accordance with the Annexes of this Schedule 2, the terms and conditions of Contract (Schedule 3) and the Contractor's Transition and Delivery Plan	
1.	Supply of 2 Aircraft to the Authority; ensuring Acceptance of 2 Aircraft by no later than 31 March 2022 together with the safe custody and husbandry of those Aircraft until the IOC is achieved.	Item 1: iaw: Condition 13.4 of Schedule 3 (Firm Price)  Aircraft 1: £  Aircraft 2: £  ITPA: £  Husbandry (ongoing costs): £
2.	Provision of an Aircraft Operating Service from IOC to FOC	Items 2 and 3  £ iaw pricing Table 1 at Annex 14 to Schedule 2
3.	Provision of an Aircraft Operating Service from FOC to Contract Expiry	
4.	Not Used	

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5.	Emergent Work	£ iaw pricing Table 2 at Annex 14 to Schedule 2 and Condition 17.3 of Schedule 3
6.	Not Used	
7.	Aircraft Paint (Not Applicable - Aircraft painted as part of manufacture and cost included in SOR line 1)	
8.	OPTION 1: Extend the Contract Duration and scope iaw Condition 5.1 and 5.1.1. of Schedule 3.	Items 8 to 13:  £ iaw pricing Table 1 at Annex 14 to Schedule 2
9.	OPTION 2: Extend the Contract Duration and scope iaw Condition 5.1 and 5.1.2. of Schedule 3.	
10.	OPTION 3: Extend the Contract Duration and scope iaw Condition 5.1 and 5.1.3. of Schedule 3.	
11.	OPTION 4: Extend the Contract Duration and scope iaw Condition 5.1 and 5.1.4. of Schedule 3.	
12.	OPTION 5: Extend the Contract Duration and scope iaw Condition 5.1 and 5.1.5. of Schedule 3.	
13.	OPTION 6: Extend the Contract Duration and scope iaw Condition 5.1 and 5.1.6. of Schedule 3	
14.	OPTION 7: Training for 4 x pilots iaw Condition 5.2 of Schedule 3.	£ Firm

Table II

Item No	Packaging specifications/special markings etc.	Quantity	Adjustment* £	Quantity	Adjustment* £	Quantity	Adjustment* £
All	DEFCON 129 – Commercial Packaging		Included in the prices in Table I above.				

Table III Delivery of Articles

**NOTE: \*to price per quantity shown in Table 1**

Item No	Delivery Schedule
1.	Aircraft iaw SoR Item 1
2.	Ground Support Equipment as determined in the Contractor's Transition and Delivery Plan and DEFCON 649

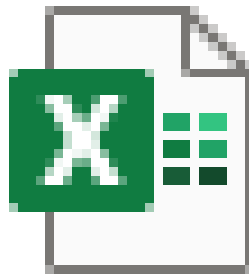




## **ANNEXES 1 TO 7 OF SCHEDULE 2**

1. Annexes 1 to 7 inclusive are contained within the embedded Microsoft Excel file below. Each annex is located within a discrete Tab of the workbook as referenced below:

- 1.1. Annex 1 To Schedule 2 – Definitions
- 1.2. Annex 2 To Schedule 2 – IOC-FOC
- 1.3. Annex 3 To Schedule 2 – Assumptions
- 1.4. Annex 4 To Schedule 2 – Exclusions
- 1.5. Annex 5 To Schedule 2 – CPS SR Matrix
- 1.6. Annex 6 To Schedule 2 – CPS VVRM
- 1.7. Annex 7 To Schedule 2 – Third-Party SR Accept



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## **Annex 8 To Schedule 2 – Provision Of Aircraft - Main Operating Base And Short Duration Deployments**

### **1. SCOPE OF WORK**

- 1.1. The Contractor shall provide the Service when operating from the Main Operating Base (MOB) or away from the MOB for a continuous period of up to and including 7 calendar days.

### **2. COMPLIANCE TO RAF NHT STANDING ORDERS AND REGULATIONS**

- 2.1. The Contractor shall adhere to the RAF NHT standing orders and regulations detailed at Annex 10 to Schedule 2

### **3. EXCHANGE OF INFORMATION AIRCRAFT & TASKING**

- 3.1. The Contractor and the Authority shall exchange information relating to Aircraft and Tasking. The majority of this information will be exchanged during daily and weekly Aircraft status meetings detailed at Annex 11 to Schedule 2 – Progress Meetings.

- 3.2. For the avoidance of doubt the Contractor shall be notified of all Taskings by the 2GP VIP Tasking Cell iaw Condition 19 of Schedule 3 (Aircraft Tasking).

### **4. ENGINEERING CO-ORDINATION**

- 4.1. The Contractor shall be wholly responsible for Engineering Co-ordination to ensure that maintenance and operations are aligned in a manner that maximises availability.

### **5. RETURN TO AVAILABILITY OF UNAVAILABLE AIRCRAFT**

- 5.1. In the event that the Aircraft is Unavailable at or away from the MOB, the Contractor shall be wholly responsible for returning the Aircraft to full Availability and shall be liable for all costs for doing so, except where Unavailability has been caused by a Relief Event.
- 5.2. In the event that the Aircraft is Unavailable at or away from the MOB, the Contractor shall contact 2GP VIP Tasking Cell to arrange an alternative means of travel for the passengers to satisfy the requirements of the non-completed Task.

### **6. MARSHALLING, TOWING, DE-ICING and REPLENISHMENT REQUIREMENTS AT RAF NHT**

- 6.1. The Contractor shall provide personnel to undertake Marshalling, towing, de-icing and replenishment activities at the RAF NHT (“RAF NHT Services”). The Contractor shall be responsible for the timely request for provision of the RAF NHT Services in accordance with the timescale detailed within Condition 24 of Schedule 3 - Government Furnished Assets (GFA);

- 6.1.1. Marshalling - The Contractor shall provide personnel to guide the tow vehicle and operator and allow the safe movement of the Aircraft as necessary to support Availability.
- 6.1.2. Towing - The Contractor shall obtain the tow vehicle as GFA. The Contractor shall be responsible for operating the tow vehicle, connecting the tow bar to the Aircraft and its subsequent removal.
- 6.1.3. De-Icing. The Authority shall arrange for Aircraft de-icing notifying the Contractor of the time and place de-icing will occur. The Contractor shall prepare the Aircraft for and oversee the de-icing procedure.
- 6.1.4. Replenishment Services - Prior to any scheduled Task the Contractor shall arrange for replenishment activities to be undertaken as follows:
  - 6.1.4.1. Sewage - The Contractor shall obtain the sewage tank and operator as GFA. The Contractor shall connect the tank to the Aircraft to allow safe and effective transfer of waste to the sewage tank and instruct the sewage tank operator accordingly. The sewage tank operator shall be responsible for notifying the Contractor of any issues preventing the sewage tank from accepting the waste. On completion of waste transfer the Contractor shall disconnect the sewage tank from the Aircraft.
  - 6.1.4.2. Water – The Contractor shall obtain the water bowser/tank and operator as GFA. The Contractor shall be responsible for ensuring the availability of potable and non-potable water in the Aircraft water storage vessels necessary to complete the designated task. The Contractor shall request provision of testing of the potable water from the Authority as a Government Furnished Service. (DEFCON 611 Issue Property). In the event that the potable water fails test the Contractor shall be wholly responsible for alternative supply of potable water.
  - 6.1.4.3. Fuel - The Contractor shall obtain the fuel bowser and operator as GFA. The Contractor shall connect and disconnect the bowser to the Aircraft to allow safe and effective transfer of fuel to/from the Aircraft and instruct the fuel bowser operator accordingly.

## **7. MARSHALLING, TOWING, DE-ICING and REPLENISHMENT REQUIREMENTS FOR THE AIRCRAFT WHILST AWAY FROM THE MOB**

- 7.1. In the event the Aircraft is away from the MOB, the Contractor shall be responsible for contracting, facilitating and co-ordinating the provision of all Services required to complete the Tasking and maintain Aircraft Availability.

7.2. The Contractor shall be responsible for making payment of any due Services away from the MOB. The Contractor shall seek reimbursement for these costs in accordance with Condition 13.5.1.6. of Schedule 3 (Payment).

7.3. In the event that the Aircraft is unable to complete the Tasking because of the Contractor's failure to perform their obligations under this condition 7 of Schedule 3 the Aircraft shall be considered Unavailable. The Contractor shall be wholly responsible for returning the Aircraft to Availability.

## **8. CLEANING AND WASHING**

### **8.1. INTERIOR**

8.1.1. The Contractor shall be responsible for cleaning the Aircraft interior. It shall be undertaken in accordance with the Cleaning requirements at Annex 9 to Schedule 2.

## **9. WASHING**

9.1. The Contractor shall be responsible for washing the Aircraft exterior upon request of the Authority. All washing requests will be tasked in accordance with the Emergent Work tasking process at Condition 20 of Schedule 3.

## **10. SEARCH PROCEDURES PRIOR TO UNDERTAKING VIP TASKS**

10.1. The Contractor shall provide engineering support to assist security personnel at RAF NHT in a search of the Aircraft. Such support shall be limited to the removal of aircraft panels. If the search takes place less than 2 hours before the planned take-off time, the Authority shall be liable in the event that take-off is delayed by the inspection.

10.2. The Contractor shall coordinate with security personnel at RAF Northolt (RAF Police and Security Flight) to ensure timely searches can be conducted without impacting the task (point of contact details will be provided by the Authority).

## **11. FAMILARISATION TRAINING**

11.1. The Contractor shall provide familiarisation training to all personnel who require access to the Aircraft in the course of their duties. Training to include, but is not limited to, the following:

11.1.1. Defence Fire Service: Provide to an Aircraft and familiarisation training for emergency Aircraft access, power shutdown, occupant release and all associated hazards for Defence Fire Service personnel.

11.1.2. RAF NHT Visiting Aircraft Section: Familiarisation training as required to support Ground Handling Services.

11.1.3. Familiarisation Training can utilise an Unavailable Aircraft if required.

11.1.4. The Authority shall provide a minimum of two business days' notice prior to Familiarisation Training taking place.

- 11.2. Familiarisation Training activities will be tasked via the Emergent Work process detailed at Condition 20 of Schedule 3 (Emergent Work Tasking Process).

## **12. STATUS AND DELIVERY OF AIRCRAFT**

- 12.1. The Contractor's nominated representative shall complete, and submit a Status Report containing the details set out in Annex 12 to Schedule 2 - Reports & Plans to the Authority's nominated representative via email by 0800 GMT each calendar day, identifying each Aircraft as either Available or not Available to support the Tasking allocated and therefore the number of Aircraft Task Lines Available.

## **13. UN-AVAILABILITY UNDER TASK**

- 13.1. In the event of a Tasked Aircraft becoming Unavailable whilst Tasked the Contractor will consult with 2GP VIP Tasking Cell (or the Air Support Command On Transit team if outside core hours) and agree the quickest method of ensuring that the task is completed. The Contractor shall be liable for all costs for completing the Task, except where the unavailability has been caused by a Force Majeure Event.

## Annex 9 To Schedule 2 – Aircraft Interior Cleaning Specification

### 1. AIRCRAFT INTERIOR CLEANING STANDARDS

- 1.1. Due to the nature of the tasks being undertaken by the Aircraft it is essential that they are presented to the highest standard. Therefore, a programme of regular cleaning and quality control checks must be carried out by the Contractor to ensure that the required standard of Aircraft preparation is consistently achieved.

### 2. OCCASIONS WHEN THE INTERIOR OF THE AIRCRAFT MUST BE CLEANED:

- 2.1. after every flight, as part of the flight servicing.
- 2.2. weekly, provided the ac is not detached or on scheduled maintenance.  
However, to provide an element of flexibility, the Weekly clean may be anticipated or delayed, depending on the condition of the ac as determined by the aircraft captain.
- 2.3. post depth maintenance
- 2.4. as required by the Contractors Chief Engineer or the Authority's Project Manager.

### 3. THE AIRCRAFT INTERIOR IS TO BE CLEANED AS FOLLOWS:

Passenger cabin and rear compartment	All items of interior furnishing, trim and role equipment are to be free of marks, stains, scratches and blemishes.
	Mirrors, windows, hand wash basins, toilet bowls, etc., are to be cleaned, dried, polished and toilet compartments are to be free from unpleasant odours.
	Ashtrays in seats and waste bins are to be emptied and cleaned.
	Hard sidewall and entrance trim are to be wiped over with a damp cloth and dry polished.
	Soft trim/bulkhead coverings are to be brushed and carpets vacuum cleaned and maintained free from stains.
	Tables are to be wiped with a damp cloth and lightly polished with a dry cloth.
	<i>Overhead luggage compartments clean and free of debris.</i>
	Protective covers are to be fitted to seats and tables whenever an allotted Aircraft is tasked with non-Royal/VIP duties.
Galley	The galley area of the Aircraft is to be maintained to the standards in accordance with current Hygiene Food Safety legislation.
	Waste containers are to be emptied, washed out and dried.
	Work surfaces, fridges, ovens and stowage's are to be cleaned and the galley floor area is to be washed and wiped dry.

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Flight deck/cockpit	Since passengers may visit the flight decks of the Aircraft, it is essential that these areas are maintained to the same standard as the rest of the Aircraft.
	Transparencies and sun visors are to be cleaned, instrument panels, coamings and consoles are to be dusted, trim panels are to be wiped over and floors vacuum cleaned and maintained free from stains.
Baggage hold and equipment bays	These areas must be maintained in a clean and tidy condition. Baggage hold trim panels are to be free from stains and the hydraulic bay is to be free from oil accumulations. Any oil contamination is to be removed immediately.

## **Annex 10 To Schedule 2 – RAF NHT Standing Orders and Regulations**

### **1. SECURITY, SAFETY, STATION ORDERS, EMERGENCY & CONTINGENCY PLANS**

1.1. Subject to DEFCON 76 - Contractors Personnel at Government Establishments, the Contractor shall comply with all applicable RAF Northolt Security Regulations, Station Orders, Emergency and Contingency Plans, including but not limited to:-

#### **1.1.1. SECURITY**

- 1.1.1.1. Control of Entry
- 1.1.1.2. Bomb Threat Warning
- 1.1.1.3. Computer Network Threat
- 1.1.1.4. Suspect Postal Bomb

#### **1.1.2. SAFETY**

- 1.1.2.1. Flight Safety
- 1.1.2.2. Fire Safety
- 1.1.2.3. DDH support
- 1.1.2.4. SHEA
- 1.1.2.5. DAEMS/SEMSCO
- 1.1.2.6. Explosive Safety
- 1.1.2.7. Human factors
- 1.1.2.8. FOD
- 1.1.2.9. CMT
- 1.1.2.10. Quality
- 1.1.2.11. Local Runway Safety Team

#### **1.1.3. RAF NORTHOLT STATION ORDERS**

- 1.1.3.1. Equality and diversity and complaints
- 1.1.3.2. C4I support and contractor accountability
- 1.1.3.3. Request to use sword and wheel facilities by dependants of MOD contractors
- 1.1.3.4. PED Flight rules and orders



- 1.1.3.5. Drivers of service vehicles
- 1.1.3.6. Additional contractor driver responsibilities
- 1.1.3.7. Multi Activity Contract
- 1.1.3.8. Authority for contractors to enter SLA
- 1.1.3.9. Fire safety and evacuations procedures
- 1.1.3.10. Contractor FOD prevention responsibilities
- 1.1.3.11. Explosive Safety arrangements
- 1.1.4. RAF NORTHOLT EMERGENCY & CONTINGENCY PLANS
  - 1.1.4.1. Contingency Plans
  - 1.1.4.2. Business Continuity Plan
  - 1.1.4.3. Aircraft crash and major incident plan (On Base)
  - 1.1.4.4. Aircraft crash and major incident plan (Off Base)
  - 1.1.4.5. MOD Aircraft crash hazards document set (ACHaz)
  - 1.1.4.6. Fire Section Operations Continuity Business Plan

**Note: Due to the security classification of some of these orders they will only be made available to the Contractor following Contract Award.**

## Annex 11 To Schedule 2 – Meetings

Serial	Meetings	Frequency	Location	Role(s) of Contractor	Description	Contractor Inputs (I) & Outputs (O)
1	Daily Aircraft Availability and Status Brief	Daily	Virtual meeting – MS Teams	Chair, Attendee	Aircraft status and availability meeting shall be chaired by the Contractor and will report on the status of both Aircraft; the ability to fulfil the planned Aircraft Task Lines projected Tasking for that day and the rolling week ahead. The meeting shall agree the performance and availability status of the previous days' Tasking. If necessary, the meeting shall also be used by the Contractor to highlight any flight safety occurrences.	<p>Briefing of the Daily Status Report of the day law Condition 1.1 of Annex 12 to Schedule 2 (O)</p> <p>Briefing of the Forward Task Plan law Condition 1.2 of Annex 12 to Schedule 2 (O)</p> <p>Potential actions arising from the briefing provided by the Authority's Station Safety Cell (O)</p> <p>Agreement of previous day's Availability sentencing (O)</p>
2	Contract Management Meeting	Monthly	Virtual meeting – MS Teams up until IOC.	Joint Chair	Contract Management meeting, in addition to the business as usual meetings, to discuss Contract performance.	Review of Reports specified at Condition 1.2. Annex 12 Schedule 2 (I)

Serial	Meetings	Frequency	Location	Role(s) of Contractor	Description	Contractor Inputs (I) & Outputs (O)
			Meeting at RAF Northolt from FOC		Aircraft availability pricing meeting to agree with the Contractor the pricing that will be submitted in recognition of the Contractor's performance for the previous month.	Record of Decisions (RODs) (O)
3	Civilian CAMO and Aircraft Maintenance Organisation update	Weekly	RAF Northolt or Virtual meeting – MS Teams	Chair	Discussions to include but not limited to status of Aircraft faults, Maintenance Scheduling, Airworthiness Directives, Service Bulletins.	RODs (O)
	Audits/Misc.					
4	RAF Northolt base safety meetings	Ad hoc	RAF Northolt	Attendee	The RAF Northolt infrastructure manager holds periodic based safety meetings or training which the Contractor will be required to attend e.g. mandatory site training	
5	The Contractor shall maintain	TBA	Virtual meeting – MS Teams		Notification of Military related matters through the DH Chain Military related matters relate to	Provision of information compliant with MAA RA1240 (when requested) (I)

Serial	Meetings	Frequency	Location	Role(s) of Contractor	Description	Contractor Inputs (I) & Outputs (O)
	communication with the MOD Duty Holder (DH) chain.				any Military personnel i.e. crewmembers and passengers	

## Annex 12 To Schedule 2 – Reports & Plans

### Reports to be submitted Daily

- 1.1. The Contractor shall fully complete and submit the Daily State Sheet in accordance with Condition 19.5.5. of Schedule 3, to the Authority's representatives identified at Table 1 below, NLT 08:00, using the format identified at Annex 23 to Schedule 3 (Daily State Sheet Template).
- 1.2. The Contractor shall fully complete and submit a Forward Task Plan in accordance with Condition 19.5.1. of Schedule 3 to the Authority's representatives identified at Table 1 below, NLT 08:00 for review during the daily Aircraft Availability and Status Brief. This Plan shall be agreed on a daily basis.

Table 1

To:

- C17CSAE-CSAT-Multiuser (MULTIUSER) [DESC17CSAE-CSAT-Multiuser@mod.gov.uk](mailto:DESC17CSAE-CSAT-Multiuser@mod.gov.uk)
- Forsyth, Scott C1 (DES C17CSAE-CSAT-OpsMgr) [Scott.Forsyth104@mod.gov.uk](mailto:Scott.Forsyth104@mod.gov.uk)
- O'brien, Neil C1 (DES C17CSAE-CSAT-FrontOffMgr) [Neil.O'Brien105@mod.gov.uk](mailto:Neil.O'Brien105@mod.gov.uk)
- Hymers, David FS (DES C17CSAE-CSAT-EngCMT) [David.Hymers346@mod.gov.uk](mailto:David.Hymers346@mod.gov.uk)
- 32Sqn-Ops (MULTIUSER) [<32Sqn-Ops@mod.gov.uk>](mailto:32Sqn-Ops@mod.gov.uk);
- 32Sqn-Duty Cabin Crew (MULTIUSER) [<32Sqn-DutyCabinCrew@mod.gov.uk>](mailto:32Sqn-DutyCabinCrew@mod.gov.uk);
- 32Sqn-Duty Pilot Ops (MULTIUSER) [<32Sqn-DutyPilotOps@mod.gov.uk>](mailto:32Sqn-DutyPilotOps@mod.gov.uk);
- Air-2Gp-ASCOT Logs (MULTIUSER) [<Air-2Gp-ASCOTLogs@mod.gov.uk>](mailto:Air-2Gp-ASCOTLogs@mod.gov.uk);
- Air-2Gp-ASCOT Ops (MULTIUSER) [<Air-2Gp-ASCOTOps@mod.gov.uk>](mailto:Air-2Gp-ASCOTOps@mod.gov.uk);
- Air-Ops-CDOC Gp Mailbox (MULTIUSER) [<Air-Ops-CDOC GpMailbox@mod.gov.uk>](mailto:Air-Ops-CDOC GpMailbox@mod.gov.uk);
- Brize Norton Jet Plan Cell [<Brizeops@gmail.com>](mailto:Brizeops@gmail.com);
- NOR-CAMO (MULTIUSER) [<NOR-CAMO@mod.gov.uk>](mailto:NOR-CAMO@mod.gov.uk);
- NOR-NORTHOLTOPS (MULTIUSER) [<NOR-NORTHOLTOPS@mod.gov.uk>](mailto:NOR-NORTHOLTOPS@mod.gov.uk);
- NOR-Custodian Team (MULTIUSER) [<NOR-CustodianTeam@mod.gov.uk>](mailto:NOR-CustodianTeam@mod.gov.uk);
- NOR-CONT ENG OPS (MULTIUSER) [<NOR-CONTENGOPS@mod.uk>](mailto:NOR-CONTENGOPS@mod.uk);
- NOR-VIP Protocol-Mov Plans (MULTIUSER) [<NOR-VIPProtocol-MovPlans@mod.gov.uk>](mailto:NOR-VIPProtocol-MovPlans@mod.gov.uk);
- 4FPWGHQ-A3Ops (MULTIUSER) [<4FPWGHQ-A3Ops@mod.gov.uk>](mailto:4FPWGHQ-A3Ops@mod.gov.uk);
- Drew, Craig Sqn Ldr (Air-2GP-ASCOTOps-OC) [<Craig.Drew215@mod.gov.uk>](mailto:Craig.Drew215@mod.gov.uk);
- Wright, Jamie Flt Lt (NOR-OPS Station OPS OC) [<Jamie.Wright612@mod.gov.uk>](mailto:Jamie.Wright612@mod.gov.uk);
- Lacey, Heather FS (4FPWGHQ-AVN SY 01) [<Heather.Lacey484@mod.gov.uk>](mailto:Heather.Lacey484@mod.gov.uk);
- Byrne, Jordan Sgt (RAFP-BZN-VIP-ATSY SNCO) [<Jordan.Byrne424@mod.gov.uk>](mailto:Jordan.Byrne424@mod.gov.uk);
- NOR-RAFP ATSY (MULTIUSER) [<NOR-RAFPATSy@mod.gov.uk>](mailto:NOR-RAFPATSy@mod.gov.uk)

Cc:

- Gleave, Philip Cpl (AIR-2GP-VIP-TASKING JNCO1) [<Philip.Gleave100@mod.gov.uk>](mailto:Philip.Gleave100@mod.gov.uk);
- Air-2GP-VIP Tasking (MULTIUSER) [<Air-2GP-VIPTasking@mod.gov.uk>](mailto:Air-2GP-VIPTasking@mod.gov.uk);
- Smith, Dianne Cpl (AIR-2GP-VIP-TASKING JNCO 3) [<Dianne.Smith600@mod.gov.uk>](mailto:Dianne.Smith600@mod.gov.uk)

### **Reports to be submitted Weekly**

1.3. All Weekly Progress Reports are to be submitted to the Authority's Project Manager (APM) on the first business day of the week subsequent to the reporting period and shall include information on the following subjects:

- 1.3.1. Availability Target by date, Aircraft and Task.
- 1.3.2. Weekly reporting against Key Performance Indicators.
- 1.3.3. Planned maintenance activity for each Aircraft for the forthcoming three-week period.
- 1.3.4. Status of Aircraft undergoing C-Checks.
- 1.3.5. Status of Tasks against Aircraft Task Lines.
- 1.3.6. Status of any unscheduled maintenance arisings

### **Reports to be submitted Monthly**

1.4. All Monthly Progress Reports are to be submitted to the APM by the fifth Business Day of the subsequent month to the reporting period and shall include information on the following subjects:

- 1.4.1. Planned maintenance activity for each Aircraft for the forthcoming 6-month period.
- 1.4.2. Monthly report against KPI 1 as detailed in Condition 15 of Schedule 3 (Performance Management), including but not limited to:
  - 1.4.2.1. Number of ATLs contracted for in month;
  - 1.4.2.2. Daily achievement status against each ATL;
  - 1.4.2.3. Where an ATL has been failed, identification of the event which caused the Unavailability.
  - 1.4.2.4. The number of flying hours attributed to each ATL;
  - 1.4.2.5. During IOC, the number of flying hours and; take offs and landings attributed directly to positioning the Aircraft pre and post Tasking;
- 1.4.3. Public Stock Account (PSA) listing submitted in accordance with DEFSTAN 5-57.
  - 1.4.3.1. Further to their obligations under DEFSTAN 5-57 the Contractor shall maintain a register of all GFA requiring testing to be used in compliance with the Contract. The PSA listing register shall list the equipment by description and serial number identify the nature of the test and date when that equipment is to be re-tested by to allow continued use.

**Reports to be submitted at least Annually**

- 1.5. The following reports are to be submitted to the APM on an annual basis.
  - 1.5.1. Cyber Essentials Status Report including supply chain.

**Plans**

- 1.6. Plans are to be submitted in accordance with the details contained in Appendix 1 (CSAT Recap Contract Deliverable Documents) (and its annexes) of this Annex 12 to Schedule 2.

## Appendix 1 to Annex 12 - CSAT Recap Contract Deliverable Documents (CDD)

The Contractor shall deliver the documents at Table 1 in accordance with the criteria set out in the Data Item Description (DID) (where applicable), contained as Annexes to this Schedule, and as per the terms and conditions of the Contract.

CDD Serial	DID Annex	Document Title	Schedule 3 Condition	Applicable Standard	Initial Delivery Date	Maturity	Subsequent Delivery during Contract term	Comment
001	N/A	Air Operating Certificate	N/A	Authorised <sup>1</sup>	After inclusion of CSAT Recap Aircraft type		as requested by the Authority	This will include any Airworthiness Review Certificates (ARC) issued during the Contract.
002	N/A	Part 145 Certification	N/A	Authorised <sup>1</sup>	N/A		After any amendment or renewal of certification and as requested	



CDD Serial	DID Annex	Document Title	Schedule 3 Condition	Applicable Standard	Initial Delivery Date	Maturity	Subsequent Delivery during Contract term	Comment
003	N/A	Aircraft Certifications	N/A	Authorised <sup>1</sup>	No later than CED + 20 Days	Final	As each Certification is issued, renewed or as requested.	To include: Aircraft Type Certificate Certificate of Airworthiness Airworthiness Review Certificate Navigation and Equipment Compliance Certification CAA approval for PED Tolerance
004	N/A	Aircraft Documents	N/A	Approved <sup>2</sup>	On Aircraft Acceptance	Final	Upon any approved amendments	Aircraft Minimum Equipment List
005	B	Communications Plan	N/A	N/A	No later than CED + 20 Days	Final	The plan shall be reviewed monthly up until achievement of FOC	The Parties will discuss the content of this plan at Contract Award and delivery of this Artefact will be arranged via amendment iaw DEFCON 503.

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<sup>1</sup> Authorised by UK Civil Aviation Authority

<sup>2</sup> Approved by UK Civil Aviation Authority for CSAT Recap Aircraft Type

CDD Serial	DID Annex	Document Title	Schedule 3 Condition	Applicable Standard	Initial Delivery Date	Maturity	Subsequent Delivery during Contract term	Comment
006	N/A	ITPA Acceptance Test Report	N/A	N/A	On Aircraft Acceptance	Final	N/A	law 3 <sup>rd</sup> Party SR Acceptance Requirements to include Functional Test Reports (where applicable)
007	C	Obsolescence Management Plan	22.4	N/A	CED + 3months	Final	Quarterly update	The Parties will discuss the content of this plan at Contract Award and delivery of this Artefact will be arranged via amendment iaw DEFCON 503.
008	D	Joint Exit Management Plan	N/A	N/A	CED + 3 months	Final	Annual update	The Parties will discuss the content of this plan at Contract Award and delivery of this Artefact will be arranged via amendment iaw DEFCON 503.

CDD Serial	DID Annex	Document Title	Schedule 3 Condition	Applicable Standard	Initial Delivery Date	Maturity	Subsequent Delivery during Contract term	Comment
009		Daily State Sheet	N/A	Iaw Annex 23 to Schedule 3 (Daily State Sheet template)	From IOC	Final	Daily (Weekdays)	Presented at the daily Aircraft Availability and Status Brief.  Distributed to the Authority by 08:00 each day from IOC until the Contract expiry date iaw Condition 1.1 of Annex 12 to Schedule 2.
010	N/A	Forward Task Plan	19	N/A	From IOC	Final	Daily (Weekdays), updated to reflect agreed Tasks	Presented at the daily Aircraft Availability and Status Brief.  Distributed to the Authority by 08:00 each day from IOC until the Contract expiry date iaw Condition 1.2 of Annex 12 to Schedule 2.
011	N/A	Weekly Progress Reports	N/A	Approved <sup>3</sup>	CED + 1 week	Final	Weekly iaw Annex 12 to Schedule 2	N/A

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<sup>3</sup> By the Authority's Project Manager

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CDD Serial	DID Annex	Document Title	Schedule 3 Condition	Applicable Standard	Initial Delivery Date	Maturity	Subsequent Delivery during Contract term	Comment
012	N/A	Monthly Progress Reports	N/A	Approved <sup>4</sup>	CED + 1 month	Final	Monthly iaw Annex 12 to Schedule 2	N/A
013	N/A	Annual Cyber Essentials Status Report	N/A	N/A	CED + 1 year	Final	Annually on anniversary of initial issue	iaw DEFCON 658
014	N/A	Quality Plan	11	AQAP 2105	CED + 3months	Final	N/A	N/A

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<sup>4</sup> By the Authority's Project Manager

## **Annex 13 To Schedule 2 – Accommodation and Travel Subsistence**

### **1.1. SCOPE OF WORK**

- 1.1.1. Where Contractor's personnel are located away from the MOB with Authority personnel in support of the Aircraft they shall be housed in the same or equivalent accommodation where available. It is anticipated that this will be in commercially available hotel facilities.

### **1.2. ADMINISTRATION AND BOOKING**

- 1.2.1. The Contractor shall confirm the nature and value of travel and subsistence (T&S) likely to be incurred when away with the Aircraft under Items 2 or 3 of the SoR in writing to the APM detailed at Annex 15 to Schedule 2 - DEFFORM 111.
- 1.2.2. Travel and subsistence (T&S) expected to be incurred by the Contractor as part of an Emergent Work task under Item 5 of the SoR is to be stated in the Task Authorisation Form.
- 1.2.3. The Contractor shall be responsible for the administration, booking and up-front payment of Accommodation and travel and subsistence for their personnel and any Authority provided aircrew or air stewards directly supporting the Task.
- 1.2.4. The Contractor shall claim re-imbursement for travel & subsistence (T&S) at the rates in accordance with Condition 13 of Schedule 3 (Payment) and Pricing Table 3 at Annex 14 to Schedule 2.

## Annex 14 To Schedule 2 - Pricing Tables

### 1. TABLE 1 - PROVISION OF AN AIRCRAFT OPERATING SERVICE

Total Annual Aircraft Flying Hours	IOC	FOC	FOC	Option 1*	Option 2*	Option 3*	Option 4*	Option 5*	Option 6*
	01 Jun 2022 to 29 Jul 2022	30 Jul 2022 to 31 Mar 2023	1 April 2023 to 31 Mar 2024	1 Apr 2024 to 30 Sep 2024	1 Oct 2024 to 31 Mar 2025	1 Apr 2025 to 30 Sep 2025	1 Oct 2025 to 31 Mar 2026	1 Apr 2026 to 30 Sep 2026	1 Oct 2026 to 31 Mar 2027
	Firm Price per Aircraft Tasking Line £ (VAT Exc.)	Firm Price per Aircraft Tasking Line £ (VAT Exc.)	Firm Price per Aircraft Tasking Line £ (VAT Exc.)	Firm Price per Aircraft Tasking Line £ (VAT Exc.)	Firm Price per Aircraft Tasking Line £ (VAT Exc.)	Firm Price per Aircraft Tasking Line £ (VAT Exc.)	Firm Price per Aircraft Tasking Line £ (VAT Exc.)	Firm Price per Aircraft Tasking Line £ (VAT Exc.)	Firm Price per Aircraft Tasking Line £ (VAT Exc.)
Column (a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
<=720	£	£							
Between 721 and 980 (Variable)	£	£							

<=980			£	£	£	£	£	£	£
Between 981 and 1,200 (Variable)									

1.1. Provision of an Aircraft Operating Service from IOC to FOC and FOC to Contract Expiry (SOR items 2 & 3)

**2. TABLE 2 - EMERGENT WORK LABOUR RATES (SOR ITEM 5)**

	IOC  1 Apr 2022 to 29 Jul 2022	FOC  30 Jul 2022 to 31 Mar 2024	Option 1*  1 Apr 2024 to 30 Sep 2024	Option 2*  1 Oct 2024 to 31 Mar 2025	Option 3*  1 Apr 2025 to 30 Sep 2025	Option 4*  1 Oct 2025 to 31 Mar 2026	Option 5*  1 Apr 2026 to 30 Sep 2026	Option 6*  1 Oct 2026 to 31 Mar 2027
Column (a)	(b)	(d)	(d)	(e)	(f)	(g)	(h)	(i)
Contractor Firm Hourly Rate  £ (VAT Exc.)								
Profit								

2.1. The Contractor Firm Hourly Rates are exclusive of the agreed profit rate.



**3. TABLE THREE – ACCOMODATION, SUBSISTENCE AND SUPPLEMENTAL RATES**

Note: Data to be inserted at Contract Award, based on the Contractor's Tender submission

Area of Tasking	IOC  1 Apr 2022 to 29 Jul 2022)  Firm Price Daily Subsistence Allowance £ (VAT Exc.)	FOC  30 Jul 2022 to 31 Mar 2024  Firm Price Daily Subsistence Allowance £ (VAT Exc.)	Option 1*  1 Apr 2024 to 30 Sep 2024  Firm Price Daily Subsistence Allowance £ (VAT Exc.)	Option 2*  1 Oct 2024 to 31 Mar 2025  Firm Price Daily Subsistence Allowance £ (VAT Exc.)	Option 3*  1 Apr 2025 to 30 Sep 2025  Firm Price Daily Subsistence Allowance £ (VAT Exc.)	Option 4*  1 Oct 2025 to 31 Mar 2026  Firm Price Daily Subsistence Allowance £ (VAT Exc.)	Option 5*  1 Apr 2026 to 30 Sep 2026  Firm Price Daily Subsistence Allowance £ (VAT Exc.)	Option 6*  1 Oct 2026 to 31 Mar 2027  Firm Price Daily Subsistence Allowance £ (VAT Exc.)
UK								
Europe								
ROW								
Profit								

- 3.1. Rates above are applicable for Overnight stays only when expenditure by the Contractor is incurred and includes Accommodation.
- 3.2. The Rates are exclusive of the agreed profit rate.
- 3.3. Value to include provision for food and drink and disturbance allowance.

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- 3.4. Rate applies from the beginning of each 24-hour period that the Contractors employee is located in the geographical area and operating away from the MOB. For example, if landing at 1600 in continental Europe and returning to the MOB at 0800 the following day the Contractor shall be to be paid the applicable Daily Allowance for one 24-hour period.
- 3.5. Price due for travel and subsistence (T&S) incurred shall be calculated in accordance with Condition 13.5 of Schedule 3 (Payment).

## Annex 15 to Schedule 2 - Addresses and Other Information

### 1. Commercial Officer

Name: DES C17 CSAE-CSAT-RECAP-CM-LEAD

Address: Walnut 2b, #1229, MOD Abbey Wood,  
Bristol, BS34 8JH

Email: [desc17csae-commercial@mod.gov.uk](mailto:desc17csae-commercial@mod.gov.uk)

☐ +44 (0) 300 158 9273

### 8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☐ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☐ 44 (0) 161 233 5394

### 2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name: Scott Forsyth

Address: Royal Air Force Northolt, West End Road, RUISLIP, Middlesex, HA4 6NG

Email: Scott.Forsyth104@MoD.gov.uk

☐ +44 (0) 300 156 9796

### 9. Consignment Instructions

The items are to be consigned as follows:

As per the Contract.

### 3. Packaging Design Authority

Organisation & point of contact:

(Where no address is shown please contact the Project Team in Box 2)

**10. Transport.** The appropriate Ministry of Defence Transport Offices are:

**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☐ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☐ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☐ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☐ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

### **B. JSCS**

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact [UKStratCom-DefSp-RAMP@mod.gov.uk](mailto:UKStratCom-DefSp-RAMP@mod.gov.uk) in the first instance.

### 4. (a) Supply / Support Management Branch or Order Manager:

Branch/Name:

(b) U.I.N.

### 5. Drawings/Specifications are available from

The Authority's Project Manager

### 11. The Invoice Paying Authority

Ministry of Defence ☐ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

	<p>Liverpool, L2 3YL      <b>Website is:</b>  <a href="https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing">https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</a></p>
<p><b>6. Intentionally Blank</b></p>	<p><b>12. Forms and Documentation are available through *:</b>          Ministry of Defence, Forms and Pubs Commodity Management          PO Box 2, Building C16, C Site          Lower Arcott          Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)  <b>Applications via fax or email:</b>  <a href="mailto:Leidos-FormsPublications@teamleidos.mod.uk">Leidos-FormsPublications@teamleidos.mod.uk</a></p>
<p><b>7. Quality Assurance Representative:</b></p> <p>Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.</p> <p><b>AQAPS</b> and <b>DEF STANs</b> are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <a href="http://dstan.gateway.isg-r.r.mil.uk/index.html">http://dstan.gateway.isg-r.r.mil.uk/index.html</a> [intranet] or <a href="https://www.dstan.mod.uk/">https://www.dstan.mod.uk/</a> [extranet, registration needed].</p>	<p><b>* NOTE</b></p> <p><b>1.</b> Many <b>DEFCONs</b> and <b>DEFFORMs</b> can be obtained from the MOD Internet Site:  <a href="https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm">https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm</a></p> <p><b>2.</b> If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.</p>

## Schedule 3 - Contract Terms and Conditions

### 1. DEFENCE CONDITIONS

DEFCON	Edition	Description
DEFCON 5J	18/11/2016	Unique Identifiers
DEFCON 68	May-21	Supply Of Data For Hazardous Articles, Materials And Substances
DEFCON 76	Jun-21	Contractor's Personnel At Government Establishments Note: The Contractor's liability with respect to this DEFCON shall not exceed £20,000,000 per occurrence and £20,000,000 in aggregate.
DEFCON 90	Jun-21	Copyright
DEFCON 113	Feb-17	Diversion Orders
DEFCON 117	Jul-21	Supply Of Information For NATO Codification and Defence Inventory Introduction
DEFCON 129	Jul-21	Packaging (For Articles Other Than Munitions)
DEFCON 129J	18/11/2016	The Use Of Electronic Business Delivery Form
DEFCON 501	Oct-21	Definitions And Interpretations
DEFCON 503	Jul-21	Formal Amendments To Contract
DEFCON 507	Jul-21	Delivery
DEFCON 513	Jul-21	Value Added Tax (VAT)
DEFCON 514	Aug-15	Material Breach Note: The Contractor's liability with respect to this DEFCON shall not exceed £6,800,000 per occurrence and £6,800,000 in aggregate.
DEFCON 515	Jun-21	Bankruptcy And Insolvency
DEFCON 516	04-Dec	Equality
DEFCON 518	Feb-17	Transfer
DEFCON 520	Aug-21	Corrupt Gifts And Payments Of Commission
DEFCON 522	Nov-17	Payment and Recovery of Sums Due
DEFCON 524	Feb-20	Rejection
DEFCON 524A	Feb-20	Counterfeit Materiel
DEFCON 525	Oct-98	Acceptance Note: Acceptance shall be in accordance with Condition 7 of Schedule 3
DEFCON 526	08-Feb	Notices The addresses (including electronic addresses) of each party to the Contract to which all Notices are to be sent are those specified at Annex 15 to Schedule 2 (Addresses and Other Information).
DEFCON 527	Sep-97	Waiver
DEFCON 528	Jul-21	Import and Export Licences
DEFCON 529	Sep-97	Law (English) Note: This DEFCON shall only apply if the Contractor is registered within the United Kingdom.
DEFCON 530	Dec-14	Dispute Resolution (English Law)

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DEFCON 531	Sep-21	Disclosure Of Information
DEFCON 532B	Sep-21	Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)
DEFCON 534	Jun-21	Subcontracting and Prompt Payment
DEFCON 537	06-Feb	Rights Of Third Parties
DEFCON 538	06-Feb	Severability
DEFCON 539	Aug-13	Transparency
DEFCON 550	Feb-14	Child labour and Employment Law
DEFCON 566	Oct-20	Change Of Control Of Contractor
DEFCON 602A	Dec-17	Quality Assurance (With Deliverable Quality Plan)
DEFCON 604	Jun-14	Progress Reports
DEFCON 605	Jun-14	Financial Reports
DEFCON 608	Jul-21	Access And Facilities To Be Provided By The Contractor
DEFCON 609	Jul-21	Contractor's Records
DEFCON 611	Feb-16	<p>Issued Property</p> <p>Note: The Aircraft shall be included in the definition of Issued Property.</p> <p>Note: DEFCON 611 applies to the extent that the terms of the lease at Annex 8 to Schedule 3 do not apply.</p> <p>Note: The Contractor's liability with respect to this DEFCON shall not exceed £25,000,000 per occurrence or £51,000,000 in aggregate.</p>
DEFCON 612	Jun-21	<p>Loss Of Or Damage To The Articles</p> <p>Note: The Contractor's liability with respect to this DEFCON shall not exceed £1,000,000 per occurrence or £1,000,000 in aggregate.</p>
DEFCON 620	Aug-21	Contract Change Control Procedure
DEFCON 621B	10-Apr	Transport (If Contractor Is Responsible For Transport)
DEFCON 624	Nov-13	Use Of Asbestos
DEFCON 625	Jun-21	<p>Co-Operation On Expiry Of Contract</p> <p>Note: Co-Operation on Expiry of Contract shall be accordance with the Joint Exit Management Plan at Annex 16 to Schedule 3</p>
DEFCON 627	12-Oct	Quality Assurance - Requirement for a Certificate of Conformity
DEFCON 632	Jun-21	Third Party Intellectual Property - Rights and Restrictions
DEFCON 637	May-17	Defect Investigation And Liability
DEFCON 642	Jul-21	Progress Meetings
DEFCON 644	Jul-18	Marking Of Articles
DEFCON 646	Oct-98	<p>Law And Jurisdiction (Foreign Suppliers)</p> <p>Note: This DEFCON shall only apply if the Contractor is registered outside of the United Kingdom.</p>
DEFCON 649	Dec-16	<p>Vesting</p> <p>Note: All ground support equipment purchased by the Contractor as part of the Contract price and to enable the provision of Services required in accordance with Schedule of Requirements Item 3, will be assigned the same meaning as component parts or materials as defined in this DEFCON.</p>

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DEFCON 656B	Aug-16	Termination for Convenience – Over £5M
DEFCON 658	Sep-21	Cyber Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Moderate, as defined in Def Stan 05-138.
DEFCON 660	Dec-15	Official-Sensitive Security Requirements
DEFCON 670	Feb-17	Tax Compliance
DEFCON 674	Mar-21	Advertising Subcontracts
DEFCON 678	Sep-19	SME Spend Data Collection Note: DEFFORM 139 template at Annex 7 to Schedule 3
DEFCON 681	06-Feb	Decoupling Condition - Subcontracting With The Crown
DEFCON 684	01-Apr	Limitation Upon Claims In Respect Of Aviation Products
DEFCON 694	Jul-21	Accounting For Property Of The Authority

## 2. PRECEDENCE OF DOCUMENTS

- 2.1. In the event of a contradiction between any parts of this Contract, the order of precedence shall be as stated in Condition 2.2 of Schedule 3.
- 2.2. If there is any inconsistency between the provisions of the main body of this Contract and the Schedules, or between any of the Schedules, the conflict shall be resolved according to the following order of priority:
  - 2.2.1. the main body of this Contract at Schedule 3 (excluding the Annexes) (in which the Conditions shall take precedence over the DEFCONS); Schedule 1 (Definitions and Interpretation); and Annex 18 to Schedule 3 (Contractor's Commercially Sensitive Information);
  - 2.2.2. Schedule 2 (Schedule of Requirements), the Annexes to Schedule 2 and Annex 20 to Schedule 3 (MDAL);
  - 2.2.3. the Contractors Transition and Delivery Plan at Annex 9 to Schedule 3
  - 2.2.4. Annex 12 to Schedule 2 – Reports & Plans; and
  - 2.2.5. the remaining Annexes to the Schedules

## 3. DISCREPANCIES IN DOCUMENTATION

- 3.1. Each Party shall notify the other in writing forthwith upon becoming aware of any discrepancy, inconsistency, divergence or anomaly between or within any of the documents referred to in Condition 3.1 of Schedule 3 above.
- 3.2. The notice issued pursuant to Condition 2.1 of Schedule 3 shall set out in precise detail any discrepancy, inconsistency; divergence or anomaly between or within the documents referred to in Condition 2.1 of Schedule 3 and propose any amendments that may be required to such documents to resolve such discrepancy, inconsistency or divergence.
- 3.3. The Parties shall seek to agree such amendments to resolve such discrepancy, inconsistency, divergence or anomaly as soon as reasonably practicable. Where the Authority and the Contractor fail to do so within ten (10) Business Days of notice and either Party considers that the discrepancy, inconsistency, divergence or anomaly to be material to its rights and obligations under this Contract, then the matter will be referred to the Dispute Resolution Procedure in accordance with Condition 27 of Schedule 3 (Dispute Resolution).

## 4. SCOPE AND DURATION

- 4.1. **SCOPE** - The Contractor shall complete all work under the Contract in accordance with the terms and conditions of the Contract, including but not limited to the CPS at Annex 5 to Schedule 2 and the Transition and Delivery Plan at Annex 9 to Schedule 3. Accordingly, the Contractor shall be responsible for achieving the following key milestones by the dates identified in the Transition & Delivery Plan at Annex 9 to Schedule 3:



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- Acceptance of two (2) Aircraft
- IOC
- FOC

4.2. All work shall be carried out to the satisfaction of the Authority in accordance with the acceptance criteria in Condition 7 to Schedule 3.

4.3. **CONTRACT DURATION** - The Contract shall commence on the Contract Award and shall expire at 23:59 (UK time) on 31 March 2024, unless:

- 4.3.1. extended by the Authority or;
- 4.3.2. terminated in accordance with the provisions of the Contract (such Term so commencing, extended and expiring or terminating being the "Contract Duration").

4.4. The following durations shall apply to each Item on the Schedule Of Requirements at Schedule 2.

**Schedule Item 1**

- 4.4.1. The Contractor shall be responsible for ensuring Acceptance of 2 Aircraft by no later than 31 March 2022 and for ensuring the safe custody and husbandry of the Aircraft until the IOC is achieved on 1 Jun 2022.

**Schedule Item 2**

- 4.4.2. The delivery of the service shall commence on 1 Jun 2022 upon achievement of the IOC in accordance with the CPS at Annex 5 to Schedule 2 and the Transition & Delivery Plan at Annex 9 to Schedule 3. This service shall continue until achievement of FOC on 30 Jul 2022 in accordance with the CPS at Annex 5 to Schedule 2 and the Transition & Delivery Plan at Annex 9 to Schedule 3.

**Schedule Item 3**

- 4.4.3. The delivery of the service shall commence on 30 Jul 2022 upon achievement of the FOC in accordance with the CPS at Annex 5 to Schedule 2 and the Transition & Delivery Plan at Annex 9 to Schedule 3 and continue until 23:59 (UK time) on 31 March 2024 unless the Contract is extended as a consequence of the Authority exercising its rights under Condition 5 of Schedule 3.

**Schedule Item 5**

- 4.4.4. Emergent Work tasks can be placed prior to the date of 23:59 (UK time) on 31 March 2024. These Emergent Work tasks can complete following expiry of Contract, but no new Emergent Work tasks can be placed after this point unless the Contract is extended as a consequence of the Authority exercising its rights under Condition 5 of Schedule 3.

**Schedule Item 7**

- 4.4.5. (Not Applicable - Aircraft painted as part of manufacture and cost included in SOR line 1).

**Schedule Item 14**

- 4.4.6. At the Authority's discretion, it can exercise its Option for the Training for 4 x pilots in accordance with Condition 5.2 of Schedule 3 at any time prior to the date of 23:59 (UK time) on 31 March 2024 unless the Contract is extended as a consequence of the Authority exercising its rights under Condition 5 of Schedule 3. The scope of work to be carried out under the Contract is defined within the Schedule of Requirements, Cardinal Point Specification, these terms and conditions and its Annexes.

**5. CONTRACT OPTIONS**

**5.1. Contract Extension (Items 8 – 13 of the SoR):**

The Contractor hereby grants to the Authority the following irrevocable options to extend the duration of the Services and validity of the Options detailed at items 3 and 5 to 14 of the Schedule of Requirements at Schedule 2, in accordance with the terms and conditions set out in this Contract or any such subsequent contract or contracts where such options are taken up, it being agreed that the Authority has no obligation to exercise such options;

- 5.1.1. Option 1: Amend the date of Contract Expiry to 30 Sep 2024, at the prices detailed within the Pricing Tables within Annex 14 to Schedule 2 provided that the Authority exercises such an option by no later than 31 Dec 2023.
- 5.1.2. Option 2: Amend the date of Contract Expiry to 31 Mar 2025, at the prices detailed within the Pricing Tables within Annex 14 to Schedule 2 provided that the Authority exercises such an option by no later than 30 Jun 2024.
- 5.1.3. Option 3: Amend the date of Contract Expiry to 30 Sep 2025, at the prices detailed within the Pricing Tables within Annex 14 to Schedule 2 provided that the Authority exercises such an option by no later than 31 Dec 2024.
- 5.1.4. Option 4: Amend the date of Contract Expiry to 31 Mar 2026, at the prices detailed within the Pricing Tables within Annex 14 to Schedule 2 provided that the Authority exercises such an option by no later than 30 Jun 2025.
- 5.1.5. Option 5: Amend the date of Contract Expiry to 30 Sep 2026, at the prices detailed within the Pricing Tables within Annex 14 to Schedule 2 provided that the Authority exercises such an option by no later than -31 Dec 2025.
- 5.1.6. Option 6: Amend the date of Contract Expiry to 31 Mar 2027, at the prices detailed within the Pricing Tables within Annex 14 to Schedule 2 provided that the Authority exercises such an option by no later than 30 Jun 2026.
- 5.1.7. The Authority shall have the right to exercise any number of these options.

5.1.8. The Authority shall have the right to exercise the options by the specified dates or within such further period as corresponds to the aggregate of any period(s):

5.1.8.1. of delay in the delivery programme whether constituting any breach of the Contract or resulting from any force majeure event or;

5.1.8.2. for the duration of which the Authority is prevented from exercising any such option by reason of any other breach of the Contract by the Contractor.

**5.2. Aircrew Training: (Item 14 of the SoR):**

The Contractor hereby grants to the Authority the irrevocable option for provision of the training Services set out in 5.2.1. and Annex 5 to Schedule 2 (CPS SR Matrix), it being agreed that the Authority has no obligation to exercise such options

**6. SUPPLY OF TWO AIRCRAFT TO THE AUTHORITY**

6.1. In accordance with Schedule of Requirements line 1, the Contractor shall supply quantity two Aircraft to the Authority that meet all the requirements in the Cardinal Point Specification at Annexes 1 to 7 of Schedule 2.

6.2. These Aircraft shall be Accepted on behalf of the Authority by an Independent Third-Party Agent, appointed by the Contractor, in accordance with Third Party Acceptance requirements in Annex 7 To Schedule 2 and Condition 7 of this Schedule 3; and in a manner that complies with these terms and conditions and the Contractor's commitments within the Transition and Delivery plan at Annex 9 to Schedule 3.

6.3. These Aircraft shall be Accepted in accordance with this Condition 6 and Condition 7 of Schedule 3 by 31 March 2022. **Delivery of this activity by this date is a condition of this Contract and is 'of the essence'.**

6.4. With respect to DEFCON 514 (Material Breach), Acceptance of both Aircraft on behalf of the Authority in the manner described further in this Condition 6 and Condition 7 of Schedule 3 is considered Material to the Contract and the Authority reserves its rights to terminate the Contract should these requirements not be met by 31 March 2022.

6.5. In addition to the Aircraft requirements stipulated within the Cardinal Point Specification at Annexes 1 to 7, Schedule 2; the Contractor must ensure Acceptance of both Aircraft on behalf of the Authority within the following parameters:

6.5.1. Aircraft to have been accepted in accordance with Condition 7 of Schedule 3

6.5.2. Provision by the Contractor, to the Authority of the Acceptance report and evidence as detailed in Condition 7 of Schedule 3.

6.5.3. Aircraft provenance will be reviewed in accordance with Serial 1.1 of Annex 5 to Schedule 2 (CPS SR Matrix) to establish suitability for use by the UK Government.

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- 6.5.3.1. The Authority's decision on acceptability of an Aircraft's provenance shall be final and conclusive.
- 6.5.4. The Authority reserves the right to reject Aircraft that do not meet all of the requirements detailed in Conditions 6.5, 6.6 and 6.7 of Schedule 3.
- 6.6. The Aircraft can only be accepted on behalf of the Authority if the Contractor has full liability for those Aircraft, either by ownership, Contract or other evidenced means.
- 6.7. A written statement from the Contractor's Finance Director confirming the liability as per Condition 6.6 of Schedule 3, evidencing this liability must be provided alongside the ITPA acceptance report at Condition 7.1.5 of Schedule 3.
- 6.8. The Contractor shall ensure that concurrent to Condition 7.1.5 of Schedule 3 or as soon as possible thereafter that they arrange for title to both Aircraft to pass to the Authority.
  - 6.8.1. As soon as title of Aircraft has been confirmed to have passed to the Authority, the Authority will lease the Aircraft back to the Contractor in accordance with Condition 8.1 of Schedule 3.

## **7. ACCEPTANCE PROCESS**

### **7.1. Schedule of Requirements (SoR) Item 1 (Supply of 2 Aircraft to the Authority)**

- 7.1.1. Schedule of Requirement Item 1 contains Milestones in accordance with the Transition and Delivery Plan at Annex 9 to Schedule 3 as follows:
  - 7.1.1.1. Milestones 1a and 1b: Aircraft purchase deposit(s).
  - 7.1.1.2. Milestones 2a and 2b: The balance of the Aircraft cost.
  - 7.1.1.3. Milestone 3: Payment of the ITPA costs.
  - 7.1.1.4. Milestone 4: For ensuring the safe custody and husbandry of the Aircraft until the IOC is achieved
- 7.1.2. For Milestones 1 and 2; The Contractor shall appoint the ITPA identified in the Transition and Delivery Plan at Annex 9 to Schedule 3 to perform the acceptance process. The ITPA must meet the following requirements.
  - 7.1.2.1. Shall be a Company Registered in the United Kingdom.
  - 7.1.2.2. As identified by the Contractor in the Transition and Delivery Plan at Annex 9 to Schedule 3, the ITPA shall have access to Suitably Qualified and Experienced Personnel with experience of conducting bespoke Aircraft Pre-Purchase Inspections in line with the criteria of the 'Third-Party SR Accept' tab at Annex 7 of Schedule 2.
  - 7.1.2.3. Shall evidence to the Authority in the Transition and Delivery Plan and again at Contract Award that there is no Conflict of Interest in the appointment of the ITPA by the Contractor.

- 7.1.3. The Authority reserves the right to require the appointment of an alternative ITPA should it determine the requirements identified in Condition 7.1.1.1. or 7.1.1.2. of Schedule 3 have not been met.
- 7.1.4. The ITPA shall conduct their acceptance in accordance with the requirements stipulated in the 'Third-Party SR Accept' tab at Annex 7 of Schedule 2 in addition to any other checks or acceptance activity that the Contractor may wish to undertake.
- 7.1.5. It is the responsibility of the ITPA to Accept both Aircraft in accordance with the criteria as listed in the "Third-Party SR Accept" tab at Annex 7 of Schedule 2. A report to validate the Acceptance and evidence against each of the criteria listed in the "Third-Party SR Accept" tab at Annex 7 of Schedule 2 shall be produced by the ITPA and provided to the Contractor.
- 7.1.6. The Authority shall deem the Aircraft as Accepted upon receipt of a certified copy of the completed acceptance report identified in Condition 7.1.4 of Schedule 3 and in consideration of Condition 6.7 of Schedule 3.
- 7.1.7. Milestone 3, for payment of the ITPA costs will be Accepted by the Authority at the point of Condition 6.5.2. of Schedule 3.
- 7.1.8. Milestone 4, for payment for ongoing costs during the period between Aircraft acceptance and declaration of IOC. E.g. Anti-deterioration maintenance, hangarage and other husbandry activities [details to be added from Tender on activities] will be Accepted on the day after achievement of IOC.
- 7.1.8.1. IOC will be achieved on the date that all activities pertinent to IOC detailed at Annex 2 To Schedule 2 – IOC-FOC are completed and that this is agreed between the Parties.

**7.2. Schedule of Requirements (SoR) Item 2 (Provision of an Aircraft Operating Service from IOC to FOC)**

- 7.2.1. ATLs are required in accordance with Condition 10 of Schedule 3. Acceptance of ATLs during IOC will be in accordance with the sentencing process at Condition 15 of Schedule 3.

**7.3. Schedule of Requirements (SoR) Item 3 (Provision of an Aircraft Operating Service from FOC to Contract Expiry)**

- 7.3.1. ATLs are required in accordance with Condition 10 of Schedule 3. Acceptance of ATLS during IOC will be in accordance with the sentencing process at Condition 15 of Schedule 3.

**7.4. Schedule of Requirements (SoR) Item 5 (Emergent Work)**

- 7.4.1. Acceptance will be as detailed in the Task Authorisation Form for Emergent Work and by completion of Part D.

**7.5. Schedule of Requirements (SoR) Item 7 (Aircraft Re-Paint)**

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7.5.1. Aircraft Re-Paint will be completed in accordance with Annex 5 To Schedule 2 – CPS SR Matrix serial 9.6.

7.5.2. Upon completion of this activity the Authority's authorised representative, or their authorised deputy, at Box 2 to DEFFORM 111 will confirm Acceptance in writing.

**7.6. Schedule of Requirements (SoR) Items 8 to 13 (OPTIONS to Extend the Contract Duration and scope )**

7.6.1. Dates relating to the Option periods are as indicated in Condition 5 of Schedule 3.

7.6.2. ATLs are required in accordance with Condition 10 of Schedule 3. Acceptance of ATLs during these periods will be in accordance with the sentencing process at Condition 15 of Schedule 3.

**7.7. Schedule of Requirements (SoR) Item 14 (OPTION for Training for 4 x pilots)**

7.7.1. Training for additional Option pilots will be Accepted when an authorised representative of the Contractor confirms in writing that training in accordance with Annex 5 To Schedule 2 – CPS SR Matrix serial 7.1. has been completed.

**8. LEASE OF AIRCRAFT TO THE CONTRACTOR**

8.1. The two Aircraft provided to the Authority under Item 1 of the Schedule of Requirements shall be 'dry' leased back to the Contractor under the terms of the Aircraft Lease Agreement enclosed at Annex 8 to Schedule 3.

**9. TRANSITION**

9.1. The Contractor shall provide the articles and Services detailed in the agreed Transition and Delivery Plan enclosed at Annex 9 to this Schedule 3 by the dates stated therein.

**10. AIRCRAFT AVAILABILITY**

10.1. Availability shall be defined in accordance with definition in the Cardinal Point Specification and the Definitions of this Contract.

10.2. The Contractor shall achieve the Availability stated below from the date of Initial Operating Capability (IOC) until Full Operating Capability (FOC):-

10.2.1. Weekdays - 1 Aircraft Task Lines (ATL) available 0800-2200 GMT UK

10.3. The Contractor shall achieve the Availability stated below from the date of FOC until the Contract Expiry:

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10.3.1. Monday to Sunday – One Aircraft Task Line available (with 24 hours' notice to move) including all bank holidays except Christmas Day and New Year's Day.

10.3.2. Monday to Friday – In addition to 10.3.1., one Aircraft Task Line available (with 24 hours' notice to move) excluding all bank holidays.

10.4. In the event that Aircraft are Tasked under Condition 33 (Out Of Area Tasking) those Aircraft shall be subject to the Availability stated within the Task Authorisation Form for Emergent Work raised in accordance with Condition 20 of Schedule 3 (Emergent Work Tasking Process).

10.5. In the event that Aircraft are not Available wholly due to:

10.5.1. A Relief Event as detailed at Condition 15.9.1 of Schedule 3.,

they shall be accounted for under this Condition 10 as Available unless notified otherwise, provided the Contractor has demonstrably made all reasonable endeavours to mitigate the impact.

10.6. For the ATL at Condition 10.3.2. of Schedule 3 only and in accordance with Condition 15.9.1. of Schedule 3 – The Contractor will be alleviated up to twenty percent of the contracted ATLs per calendar month.

10.7. At all times, the Availability that the Authority can request is limited to the maximum AFT which is:

10.7.1. For the period of IOC: 980 hours

10.7.2. For the period of FOC: 1,200 hours

10.8. For the period of IOC where RAF NHT is not the MOB, AFT will not be consumed from the totals at Condition 10.8 of Schedule 3 for the positioning of the Aircraft pre and post Tasking.

## 11. QUALITY ASSURANCE STANDARDS

11.1. The Contractor shall comply with the following Standards:

Standard	Description
AQAP 2310	NATO Quality Management System Requirements for Aviation, Space and Defence Suppliers.
AQAP 2210	NATO Supplementary Software Quality Assurance Requirements to AQAP 2110 or AQAP 2310
AQAP 2105	Deliverable Quality Plan Note: The quality plan shall be delivered to the Quality Assurance Representative within 3 months of Contract award.
Def Stan 05-61 Part 1	Quality Assurance Procedural Requirements - Concessions.

Def Stan 05-61 Part 4	Quality Assurance Procedural Requirements - Contractor Working Parties.
Def Stan 05-61 Part 9	Quality Assurance Procedural Requirements - Independent Inspection Requirements for Safety Critical Items.
Def Stan 05-100	Ministry of Defence Requirements for Aircraft Flight and Ground Running
Def Stan 05-135	Avoidance of Counterfeit material.
ISO 17025: 2017	General Requirements for the competence of testing and calibration laboratories.

## 12. SELF TO SELF DELIVERY

12.1. Where any Article to be supplied under the Contract is to be delivered otherwise than being handed over by the Contractor to the Authority, as where an Article is to be delivered by the Contractor to his own premises or to those of a subcontractor ('self-to-self delivery'), the risk in such Article shall (notwithstanding the provisions of DEFCON 612) remain vested in the Contractor until such time as the Article is handed over to the Authority.

## 13. PAYMENT

13.1. All payments to be made by the Authority to the Contractor under the Contract shall be subject to the provisions of this Condition 13 of Schedule 3 as well as Conditions 14 and 15 to Schedule 3 to this Contract. The Contractor shall ensure that all claims for payment reflect the Contract prices as detailed in Schedule 2 (SoR). Any claim for payment that does not accord with this Condition of Schedule 3 shall not be regarded as valid claim for payment. Further, If the Authority considers that the Contractor has failed to perform any of their obligations under the Contract, the Authority may, wholly or in part, withhold any payment due under the Contract or recover from the Contractor any payment already made, or both. The making of any payment to the Contractor by the Authority shall in no way reduce the liability of the Contractor to carry out their obligations under the Contract.

13.2. Payment to the Contractor shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under the Contract. The acceptance arrangements that shall apply to the Services and deliverables to be provided by the Contractor under the Contract shall be as detailed in Condition 7 to Schedule 3 of this Contract.

13.3. Payments against this Contract will be made in accordance with DEFCON 522 and the Authority's Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

13.4. **Supply of 2 Aircraft to the Authority - SoR Item 1.** The Authority will pay the following Milestone Payments in accordance with the Transition and Delivery Plan at Annex 9 to Schedule 3 against this Schedule of Requirement line:

13.4.1. **Milestones 1a and 1b:** Aircraft purchase deposit(s): Payment for these Milestones will be made after provision of evidence to the Authority by the



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Contractor of the actual cost of these deposits and that payment has been made. These costs will be paid at the evidenced value.

13.4.2. **Milestones 2a and 2b:** The balance of the Aircraft cost: Payment for these Milestones will be provided further to acceptance in accordance with Condition 7.1 of Schedule 3 and after the Authority's receipt of the information provided by the Contractor as required in Condition 6.5.2 and Condition 6.7 of Schedule 3.

13.4.3. **Milestone 3:** Payment of the ITPA costs will be further to acceptance in accordance with Condition 7.1 of Schedule 3 and after the Authority's receipt of the information provided by the Contractor as required in Condition 6.5.2 of Schedule 3.

13.4.4. **Milestone 4:** Payment for this Milestone will be on the day after achievement of IOC further to acceptance in accordance with Condition 7.1 of Schedule 3.

**Summary of the Milestone payment values**

Milestone	Description	Value £ Ex. VAT (Firm)
1a	Aircraft 1 Deposit	£
2a	Aircraft 1 Balance	£
1b	Aircraft 2 Deposit	£
2b	Aircraft 2 Balance	£
3	ITPA Costs (both Aircraft)	£
4	Completion of the safe custody and husbandry of the Aircraft until the IOC is achieved	£

13.5. **Provision of an Aircraft Operating Service – SoR Items 2 & 3:** Payment for the Services to be provided under Items 2 and 3 of the Schedule of Requirements shall be made via a Monthly Service Payment (MSP) that shall be paid monthly in arrears and shall be paid in Great British Pounds (GBP). The value of the MSP shall be determined in accordance with this Condition 13 of this Schedule 3.

13.5.1. The Monthly Service Payment (MSP) payable by the Authority for Services provide under Schedule of Requirement lines 2 and 3 of the Contract shall be calculated as follows:

13.5.1.1.  $MSP = (\text{the Monthly Non-Variable Price} + \text{Monthly T\&S Expenditure} + \text{the Monthly Allowable Exclusions Pass-through Costs}) - \text{the Payment Withhold}$

13.5.1.2. Whereas:

13.5.1.3. The Monthly Non-Variable Price shall be calculated in accordance with Pricing Condition 17.2.2 of Schedule 3 by multiplying the Aircraft Task Line price in the table at Annex 14 to Schedule 2 by the total actual Aircraft Task Lines required to be Available in the month.

- 13.5.1.4. The Monthly T&S Expenditure is the total expenditure incurred by the Contractor against authorised T&S calculated using the firm composite rates detailed in the table at Annex 14 to Schedule 2.
- 13.5.1.5. the Monthly Allowable Exclusions Pass-through Costs are the total expenditure incurred by the Contractor against authorised exclusions as detailed in Annex 4 To Schedule 2 and Condition 7.2 of Annex 8 to Schedule 2. The Authority will pay the actual costs only.
- 13.5.1.6. The Payment Withhold is the sum calculated in accordance with Condition 15.3 of Schedule 3.
- 13.6. **Emergent Work – SoR Item 5:** Payment by the Authority for services delivered under Emergent Work shall be made in accordance with Condition 20.4. of Schedule 3 and after the Contractor presents a signed Part D to the Task Authorisation Form for Emergent Work at Annex 13 to Schedule 3 to the Authority.
- 13.7. **Aircraft Re-Paint - SoR Item 7:** Payment by the Authority will be in accordance with Condition 7.5 to Schedule 3.
- 13.8. **SoR Option Items 8-13:** If these Options are taken in accordance with Condition 5.1 of Schedule 3, payment will take place using the mechanisms defined at Condition 13.4, 13.5 and 13.8 of Schedule 3 as applicable.
- 13.9. **Training for 4 x pilots iaw Condition 5.2 of Schedule 3 – SoR Item 14:** If this Option is taken then payment will be in accordance with Condition 7.7 of Schedule 3.

## 14. PERFORMANCE

- 14.1. If a Task is not able to be completed as a result of the Contractor's failure to perform their obligations under the Contract and which enables the Authority to retain payments under Condition 15 of Schedule 3 and KPI 1, the Contractor acknowledges that the Authority may be required to undertake or complete the Task by chartering, utilising alternative Authority assets or obtaining seats on an alternative Aircraft. In such instances the Authority shall take the following actions:
- 14.1.1. The Authority shall grant the Contractor an opportunity to provide reasonable assistance in a reasonable timeframe, recognising the nature of the task and the constraints the Authority may be under, to provide alternative modes of transport at the Contractors cost.
- 14.2. If the Contractor is unable to secure or provide any suitable alternative transportation under Condition 14.1 of Schedule 3 then the Authority shall directly procure such transportation and make reasonable endeavours to secure the best price but whilst ensuring the service obtained is comparable to that of the CSAT service.
- 14.2.1. The Authority will consult with the Contractor to in the event of the situation identified at Condition 14.1 and Condition 14.2 of Schedule 3 but reserves the right to make the final decision on this matter.

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- 14.3. In the event that the Authority is required to invoke Condition 14.1. of Schedule 3 the Contractor agrees to repay the Authority the amount of that expenditure greater than the payment due for the Task within 30 days of receipt of an invoice from the Authority for such expenditure.
- 14.4. Condition 14.1 of Schedule 3 shall not be invoked for Training Sorties.
- 14.5. The Contractors annual aggregate liability under Condition 14.3 of Schedule 3 shall not exceed £150,000 (one hundred and fifty thousand pounds) commencing from IOC.
- 14.6. It is recognised by the Parties that if the Contractor fails to begin delivery of Schedule of requirement line item 2 (Provision of an Aircraft Operating Service from IOC to FOC) from the time stated in the Transition and Delivery Plan, the Authority will suffer loss and damage.
- 14.7. Accordingly, for each day's delay to IOC, beginning from the day following the Contracted IOC date and excluding bank holidays and weekends; The Contractor shall pay the Authority £22,000 per day of non-delivery up to a maximum of £10,252,000.00. These liabilities will accumulate in increments of £22,000 per day until such time as IOC is declared or the Contract ends, whichever is sooner. The Parties confirm that this sum represents a genuine pre-estimate of the Authority's loss.
- 14.8. It is recognised by the Parties that if the Contractor fails to deliver Schedule of requirement line item 3 (Provision of an Aircraft Operating Service from FOC to Contract Expiry) from the time stated in the transition plan, the Authority will suffer loss and damage.
- 14.9. Accordingly, for each day's delay to FOC, beginning from the day following the Contracted FOC date and including bank holidays and weekends; The Contractor shall pay the Authority £7,000 per day of non-delivery up to a maximum of £4,270,000.00. These liabilities will accumulate in increments of £7,000 per day until such time as FOC is declared or the Contract ends, whichever is sooner. The Parties confirm that this sum represents a genuine pre-estimate of the Authority's loss.
- 14.10. The Authority shall take payment of any sums due under this Conditions 14 of Schedule 3 by deducting the amount owed from the next Monthly Service Payment.
- 14.11. The provisions of this Condition of Schedule 3 are without prejudice to any other rights of the Authority under the Contract, including but not limited to those under DEFCON 514 (Material Breach). Accordingly, if the Authority terminates the Contract, Liquidated Damages shall be payable under this Condition 14 of Schedule 3 until the date of such termination.
- 14.12. Unless expressly (otherwise) stated by the Authority in writing, the provisions of DEFCON 527 (Waiver) shall apply to the Authority's right to recover Liquidated Damages under this Condition of Schedule 3.

## 15. PERFORMANCE MANAGEMENT

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15.1. The Contractor's performance will be assessed in this Contract against a single KPI, which is for the delivery of ATLs as required in Conditions 10.2.1 of Schedule 3 for IOC and 10.3.1 and 10.3.2 of Schedule 3 for FOC through to the 31 March 2024 or as extended by Condition 5.2 of Schedule 3.

15.2. Performance against this KPI shall be measured on a monthly basis and reported by the Contractor in accordance with Annex 12 to Schedule 2 and agreed between the Parties at the daily Aircraft Availability and Status Brief and finally at the Contract Management Meeting as required at Annex 11 to Schedule 2.

15.3. For the purposes of calculating the Payment Withhold (PW) element of the MSP the Parties shall:

Calculate the total number of ATLs required to be Available that were not available and where this was not due to a Relief Event in accordance with Condition 15.9 of Schedule 3 within the subject month.

Then;

Multiply this number by the (Non-Variable price per ATL) in Annex 14 To Schedule 2.

Then;

Multiply this total by 0.25 and this will be the sum that is used for the PW.

A worked example is included at Annex 11 to Schedule 3 (KPI 1 Payment Withhold / Release Example)

15.4. In order to agree whether ATLs were Available or Un-available, the Contractor shall report against each ATL required using the sentencing criteria identified in Table "Availability Sentencing Criteria"

Availability Sentencing Criteria		
Serial	Situation	MSP Payment Withhold against SoR Items 2 and 3 (Per Aircraft Task Line prorate to Tasks completed)
1	An ATL has Tasks assigned to it. Aircraft Delivered. Aircraft Accepted and completes all the Tasks assigned to the ATL.	Payment due in full.
2	An ATL has no Tasks assigned to it. Aircraft Delivered and accepted by the Authority.	Payment due in full.

<b>Availability Sentencing Criteria</b>		
<b>Serial</b>	<b>Situation</b>	<b>MSP Payment Withhold against SoR Items 2 and 3 (Per Aircraft Task Line prorate to Tasks completed)</b>
3	Not all the Tasks allocated to an ATL are completed due to the failure of the Contractor to comply with the Contract.	25% of Non-Variable price for ATL is Withheld  Withhold reduced by percentage of Tasks not completed against those allocated.
4	Not all Tasks allocated to the ATL are completed by the assigned Aircraft but are completed by the Contractor and the Authority agreeing to use another Available Aircraft.	Payment due in full.
5	None of the Tasks on the ATL are completed due to the failure of the Contractor to comply with the Contract.	25% of Non-Variable price for ATL is Withheld
6	ATL not completed due wholly to Authority's failure to provide Government Furnished Assets in accordance with the Contract; a Force Majeure Event; or the Aircraft is Available but the ATL is not completed due to the failure of the Authority to fulfil agreed obligations iaw Relief Events 15.9.1.2. and 15.9.1.3.	Payment due in full.
7	An assigned Aircraft has a fault that can be deferred under the MEL. The Contractor's CAMO are content to accept the operating risk. The ATL is completed.	Payment due in full.
8	An assigned Aircraft has a fault that can be deferred under the MEL. The Contractor's CAMO are not content to accept the operational risk. The ATL is not completed.	25% of Non-Variable price for ATL is Withheld.  Dispute resolution Condition activated for exceptions.

<b>Availability Sentencing Criteria</b>		
<b>Serial</b>	<b>Situation</b>	<b>MSP Payment Withhold against SoR Items 2 and 3 (Per Aircraft Task Line prorate to Tasks completed)</b>
9	An Aircraft is located away from RAF Northolt and has a fault that can be deferred under the MEL. The Aircraft is not fit to continue with the assigned Task but is fit to return to RAF Northolt. The remaining ATL Tasks are not completed.	25% of Non-Variable price for ATL is Withheld  Withhold reduced by percentage of Tasks not completed against those allocated.
10	A Task departure is delayed due to the action/omissions by the Contractor. The ATL is still completed within the 24-hour period without affecting other/subsequent ATLs. The aircraft captain considers the ATL satisfied.	Payment due in full.
11	Task departure is delayed due to the action/omissions by the Contractor. The ATL is not completed within the 24-hour period affecting other/subsequent ATLs. The aircraft captain considers the ATL not fully satisfied.	25% of Non-Variable price for ATL is Withheld  Withhold reduced by percentage of Tasks not completed against those allocated or Tasks affected the following day(s).
12	Local restrictions, beyond to those detailed at Annex 10 To Schedule 2, Appendix 3 of Annex 10 to Schedule 3 or relevant TAF, imposed by the Authority that wholly prevent the completion of Tasks on the ATL.	Payment due in full
13	The ATL is not available for Tasking by the Authority due to contracted maintenance activity as described in Condition 15.9.1.5 of Schedule 3.	25% of Non-Variable price for ATL is Withheld
14	Christmas Day and New Year's Day – ATL Not required.	Payment Due in Full

- 15.5. The PW calculated in accordance with Condition 15.3 of Schedule 3 of this Condition shall constitute a Temporary Payment Withhold (TPW) pending assessment of the Contractor's performance against the KPIs in the following months.
- 15.6. Any TPW will be released when for a period of 2 (two) consecutive months post the date of when a retained payment was incurred, the Contractor is able to demonstrate an unbroken level of service with no further payment retentions occurring.
- 15.7. Where the Contractor's performance against the KPI has failed to provide an unbroken level of service with no further payment retentions occurring for a period of 2 (two) consecutive months post the date of when a retained payment was incurred, a Permanent Payment Retention (PPR) shall apply. The value of the PPR will equal the amount withheld as a TPW in the first month in which the PW occurred.
- 15.8. All temporary retentions remaining at Contract Expiry that have not triggered a PPR shall be returned to the Contractor.

#### 15.9. RELIEF EVENTS

- 15.9.1. **Relief Event:** each or any of the following events:
- 15.9.1.1. The Failure of the Authority to provide the Aircraft iaw Condition 8.1 of Schedule 3 - (Lease of Aircraft to the Contractor)
  - 15.9.1.2. the failure of the Authority to provide the GFA detailed at Condition 24 of Schedule 3.
  - 15.9.1.3. circumstances stated in Condition 21 of Schedule 3 - (Force Majeure)
  - 15.9.1.4. the Civil Aviation Authority (CAA) issuing any airworthiness directive or service bulletin that grounds the fleet, that providing this is not due to the fault of the Contractor
  - 15.9.1.5. For the ATL at 10.3.2. only - where planned Maintenance has been declared in the Weekly Status Report with a minimum of 3 weeks-Notice
  - 15.9.1.6. For the ATL at 10.3.2. only – the Contractor will be alleviated up to twenty percent of the contracted ATLs per calendar month.
- 15.9.2. **Relief Event Failure:** a failure by the Contractor to comply with one or more of its obligations provided in this Contract where and to the extent that such failure arises out of the occurrence of a Relief Event; and
- 15.9.3. **Relief Event Period** has the meaning given in Condition 15.9.8.2 of Schedule 3.

#### Treatment of Relief Events and Relief Event Failures

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15.9.4. Whenever at any time during the Term a Relief Event occurs, the Contractor shall use reasonable endeavours and take practicable measures to mitigate its adverse impact upon its obligations provided in this Contract and shall promptly and in any event within ten (10) Business Days after the occurrence of the Relief Event:

15.9.4.1. notify the Authority in writing of the nature and extent of any Relief Event Failure occurring or reasonably likely to occur, specifying the performance of which obligation(s) is/are adversely affected, including in respect of any Contractor Deliverables; and

15.9.4.2. demonstrate to the reasonable satisfaction of the Authority that:

15.9.4.2.1. the occurrence of the relevant Relief Event is the sole and direct cause of the Contractor's failure or likely failure to perform its obligations provided in this Contract; and

15.9.4.2.2. the Contractor has continued and is continuing to perform its obligations under the Contract to the extent such performance is not prevented by the occurrence of the Relief Event.

15.9.5. The Authority shall (acting reasonably) assess and confirm in writing to the Contractor within five (5) Business Days after the Authority's receipt of such notice:

15.9.5.1. whether the Contractor has discharged its obligations under Condition 15.9.4. of Schedule 3; and

15.9.5.2. whether the Authority agrees that a Relief Event Failure has occurred or is reasonably likely to occur.

15.9.6. Where in accordance with Condition 15.9.5. of Schedule 3 the Authority notifies the Contractor that the Authority does not believe that the Contractor has discharged its obligations under Condition 15.9.4. of Schedule 3 and/or disagrees that a Relief Event Failure has occurred or is reasonably likely to occur, the Parties shall promptly meet to endeavour to resolve such matter(s) in good faith. If the Parties are unable to resolve such dispute in good faith, the dispute shall be resolved in accordance with the Dispute Resolution Procedure.

15.9.7. Where in accordance with Condition 15.9.5. of Schedule 3 the Authority notifies the Contractor that the Authority agrees that the Contractor has discharged its obligations under Condition 15.9.4. of Schedule 3 and that a Relief Event Failure has occurred or is reasonably likely to occur, the Authority may (in its sole discretion):

15.9.7.1. take action to mitigate or remedy any such Relief Event Failure; and/or

15.9.7.2. require that the Contractor provides and shall provide assistance in remedying such Relief Event Failure (including requiring the



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Contractor to obtain a replacement for any Government Furnished Asset(s) and/or vary any Contractor Deliverable(s) so as to reduce or eliminate the impact of the Relief Event).

For the avoidance of doubt, but without prejudice to its obligations provided in Condition 24 of Schedule 3 (Government Furnished Assets (GFA)), nothing in this Condition 15.9.7 of Schedule 3. shall operate to impose any obligation on the Authority to take any steps to remedy any Relief Event Failure.

15.9.8. Provided that a Relief Event has occurred, and the Contractor has complied with its notification obligation provided in Condition 15.9.4. of Schedule 3, then from and including:

15.9.8.1. (where any Relief Event Failure is occurring on the date of such notice) in respect of such failure the date on which the Authority shall have been notified pursuant to Condition 15.9.4 of Schedule 3; or

15.9.8.2. (where no Relief Event Failure is occurring on the date of such notice, but occurs thereafter) the date of its first occurrence, until such time as the Parties (acting reasonably) agree in writing having regard for the adverse impact of the Relief Event on the Contractor's ability to perform such obligation(s) (such period being the **Relief Event Period**) any Relief Event Failure(s) occurring during the Relief Period shall be disregarded for the purpose of assessing in accordance with Condition 15 of Schedule 3 - (Performance Management) the Contractor's performance against the KPIs by:

15.9.8.2.1. Considering the KPIs at Condition 14 of Schedule 3 to have been achieved in full for the relief Event Period.

15.9.9. Save to the extent otherwise expressly stated in this Condition 15.9 of Schedule 3, the Contractor shall not be entitled to any additional sum or sums and/or relief from any of its obligations provided in this Contract as a result of the occurrence of a Relief Event.

## 16. INTELLECTUAL PROPERTY RIGHTS

### 16.1. Licence of Government Furnished information

16.1.1. The Authority hereby grants to the Contractor a non-exclusive, non-transferrable licence to use such Intellectual Property Rights embodied in any Government furnished Issued Property or Materiel or information solely for the purposes of providing the Services and performing its obligations under this Contract.

### 16.2. Intellectual Property Rights in Technical Publications

16.2.1. The Contractor shall ensure that the Authority has the right to copy, amend, extend or have copied, amended or extended any technical publication,

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created as part of carrying out the Services detailed in the Schedule of Requirements or any part thereof including any such part when incorporated in any amended or extended version of such technical publication, and to circulate, use or have used said technical publication including any amended or extended version and any copies thereof for any United Kingdom Government purpose.

### 16.3. Third Party Intellectual Property

16.3.1. The Contractor shall not place any subcontract or order which may reasonably be expected to create any intellectual property required under the Contract without the prior written consent of the Authority. Unless otherwise agreed, such consent will be conditional on the proposed Sub-Contractor concluding a direct agreement with the Authority in the form of DEFFORM 177 (Design Rights Sub-Contractors Agreement). Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the Sub-Contractor. If, in any case the Contractor is unable to comply with this condition it shall report the matter to the Authority's Commercial Officer and await further instructions before placing the Sub-Contract or order.

## 17. PRICE

### 17.1. Supply of 2 Aircraft to the Authority - SoR Item 1:

17.1.1. The prices for Milestones which make up Schedule of Requirements line item 1 can be found at Schedule 2 the Schedule of Requirements and Condition 13.4 of Schedule 3 (Payment). These Milestones will be Firm priced (i.e. not subject to variation) and in accordance with the Transition and Delivery Plan at Annex 9 to Schedule 3.

### 17.2. Provision of an Aircraft Operating Service, from IOC to FOC and FOC to Contract expiry - SoR Item No 2 & 3:

17.2.1. For the purposes of enabling the calculation of the Monthly Service Payment (MSP) as described at Condition 13.5 to Schedule 3, Annex 14 To Schedule 2 profiles the Firm Price per Aircraft Task Line (ATL) for the period of IOC, the Period of FOC through to 31 March 2023 and the period through to 31 March 2024. Annex 14 To Schedule 2 contains Monthly Non-Variable pricing per ATL.

17.2.2. The Monthly Non-Variable Price for the MSP is;

Month	Number of ATLs	ATL Unit Price	Total Price (subject to Condition 17.2.3)
June 2022	22		
July 2022	23 (2 ATL's are after FOC)		
August 2022	53		
September 2022	52		
October 2022	52		

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November 2022	52		
December 2022	51		
January 2023	52		
February 2023	48		
March 2023	54		
April 2023	48		
May 2023	52		
June 2023	52		
July 2023	52		
August 2023	53		
September 2023	51		
October 2023	53		
November 2023	52		
December 2023	50		
January 2024	53		
February 2024	50		
March 2024	51		
<b>Totals</b>	<b>980</b>		

(Table to be amended subject to Condition 5 of Schedule 3 (Contract Options))

17.2.3. The MSP price shall be subject to any adjustment to reflect any temporary payment retentions determined in accordance with Condition 15 of Schedule 3.

17.2.4. If Flying Hours reach 980 in year ending 31 March 2023 or 1,200 in year ending 31 March 2024 or any extension Option years taken; Any requirement for additional Flying hours will be subject to Contract amendment in accordance with DEFCON 503 Formal Amendment to Contract.

17.2.5. The Price applicable for the provision of travel and subsistence (T&S) for personnel, deployed away from the MOB shall be calculated in accordance with the Rates detailed at Pricing Table 3 of Annex 14 to Schedule 2. The Authority will pay all reasonable Travel, Subsistence and Accommodation costs.

17.3. **Emergent Work – SoR Item 5:** Pricing for Emergent Work shall be determined in accordance with Condition 20.4. of Schedule 3 and after the Parties have signed Parts A, B, C and D to the Task Authorisation Form for Emergent Work at Annex 13 to Schedule 3 to the Authority.

17.3.1. The prices for Contractor labour rates (as applicable) and the Contractor profit rate at Pricing Table 2 of Annex 14 to Schedule 2 will be utilised for all Emergent Work.

17.3.2. Prices for materials required in Emergent Work tasks will be the actual material costs plus the Contractor profit at Pricing Table 2 of Annex 14 to Schedule 2.

17.4. **Aircraft Re-Paint - SoR Item 7:** (Not Applicable - Aircraft painted as part of manufacture and cost included in SOR line 1).

17.5. **SoR Option Items 8-13:** If these Options are taken in accordance with Condition 5.1 of Schedule 3, the price will be determined using the mechanisms defined at Condition 17.2, 17.3 and 13.8 of Schedule 3 as applicable.

17.6. **Training for 4 x pilots iaw Condition 5.2 of Schedule 3 – SoR Item 14:** If this Option is taken then the price for Schedule of Requirements line item 12 can be found at Schedule 2, the Schedule of Requirements. This SoR item is Firm priced (i.e. not subject to variation) and in accordance with the Transition and Delivery Plan at Annex 9 to Schedule 3.

## **18. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) TUPE**

18.1 TUPE shall apply in accordance with Annex 12 to Schedule 3 – TUPE Transfer Regulations

## **19 AIRCRAFT TASKING**

19.1 The Contractor shall be notified of all required Tasks by the Authority's 2GP VIP Tasking Cell with a minimum of 24-hours' written Notice.

19.2 On receipt of the Tasking notification the Contractor shall liaise with 2Gp VIP Tasking Cell and reach an agreement on whether to accept or decline the Task, taking the following factors into account:

19.2.1 Existing and agreed Tasks;

19.2.2 Scheduled or unscheduled maintenance that will impact the Task;

19.2.3 Aircrew availability.

19.2.4 An existing Relief Event.

19.3 If the parties cannot agree on whether a Task should be accepted, then the dispute resolution procedure set out in Condition 27 (Dispute Resolution) of Schedule 3 shall apply.

19.4 The 2GP VIP Tasking Cell shall be responsible for:

19.4.1 liaising with the passenger(s) / VIP(s)

19.4.2 finalising the requirement

19.4.3 forwarding the required information, including but not limited to Routing and Passenger Details (including baggage/cargo) to the Contractor via Defence Share

19.4.4 Administrating any diplomatic clearances that are required

19.4.5 Confirming if there are any specific security requirements associated with the task

19.4.6 Weekly agreement of the Forward Task plan

19.5 The Contractor shall be responsible for delivering the following activities, always in accordance with the Transition and Delivery Plan at Annex 9 to Schedule 3:

- 19.5.1 Coordinating and scheduling Aircraft tasks including production of a Forward Task Plan (covering 4-week period) on a weekly basis
- 19.5.2 Co-ordination of Aircraft movements at RAF NHT in liaison with RAF NHT Station Operations and Air Traffic Control
- 19.5.3 Coordinating aircrew
- 19.5.4 Coordinating aircrew accommodation when away from the MOB
- 19.5.5 Reporting Aircraft and Task status to the 2GP VIP Tasking Cell and the nominated Authority representatives
- 19.5.6 Managing ground handling at the MOB
- 19.5.7 Facilitating ground handling when away from the MOB in conjunction with the 2GP VIP Tasking Cell
- 19.5.8 Coordinating Aircraft security sweeps (with RAF Northolt Police) if directed by the 2GP VIP Tasking Cell
- 19.5.9 Co-ordinating the provision of any Aircraft security requirements when away from the MOB

## **20 EMERGENT WORK TASKING PROCESS**

20.1 Contractual authority for any Emergent Work resulting under SoR Items 2, 3, 5 & 7 shall be provided by issue of a Task Authorisation Form for Emergent Work attached at Annex 13 to Schedule 3 and is to be completed as follows: -

- 20.1.1 Part A – Task Definition (completed by the Authority) including Availability target(s) specific to the Task Authorisation Form for Emergent Work Tasking. The Emergent Work Task Authorisation Form for Emergent Work shall specify whether Availability for an Aircraft shall be to the Availability performance stated in either Condition 10 of Schedule 3 or an alternative target specific to the Task Authorisation Form for Emergent Work.
- 20.1.2 Part B – Contractor's quotation (completed by the Contractor and submitted to the Authority by the requested quotation due date).
- 20.1.3 Part C – Task Authorisation (completed by the Authority on acceptance of quotation) permitting the Emergent Work to start.
- 20.1.4 In the event that the Task Authorisation Form for Emergent Work is not authorised, Part C will not be completed by the Authority and the Contractor will be advised in writing of the reason for not proceeding.
- 20.1.5 Part D – Task Completion (completed by the Contractor and the Authority) permits payment for the Emergent Work to be requested by the Contractor.

## **21 FORCE MAJEURE**

21.1 The Contractor shall not be in breach of this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure results from a "Force Majeure Event". For the purposes of this Contract a Force Majeure Event is defined as one of the following:

21.1.1 acts of nature;

21.1.2 war;

21.1.3 hostilities;

21.1.4 Foreign Object Damage not attributable to the Contractor;

21.1.5 fire at any of the Contractor's premises or those of its suppliers;

21.1.6 The Aircraft is damaged by the Authority to an extent that directly effects Availability.

## **22 MANAGEMENT SERVICES**

In addition to their obligations under the terms and conditions of Contract the Contractor shall provide the following range of management Services:

### **22.1 Meetings:**

22.1.1 The Contractor shall attend the Meetings in the role and capacity listed at Annex 11 to Schedule 2 (Meetings).

### **22.2 Reports:**

22.2.1 The Contractor shall submit the Reports / Plans in the form and frequency detailed at Annex 12 to Schedule 2 (Reports & Plans).

### **22.3 Provision of Technical Information/Support to the Authority**

22.3.1 The Contractor shall provide technical support and advice to the Authority to assist in the execution of the Authority's routine and general responsibilities.

### **22.4 Obsolescence Management**

- 22.4.1 Obsolescence Concern means an identified future Obsolescence Issue. Obsolescence Issue means an item within a project which has been declared obsolescent. Obsolescence Resolution means a resolution type (as defined in the Defence Logistics Framework) which is required to be implemented.
- 22.4.2 The Contractor shall be responsible for managing obsolescence over the entire period of the Contract in accordance with this Condition 22 of Schedule 3 and the Obsolescence Management Plan (OMP) at Annex 14 to Schedule 3 and, notwithstanding any Obsolescence Issues or problems; the Contractor remains

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responsible for meeting all performance and other requirements of this Contract.

- 22.4.3 The Contractor shall be liable for all costs incurred in identifying and implementing a form fit function (equivalent) replacement to resolve the Obsolescence Concern or Obsolescence Issue. The costs for which the Contractor is responsible include, but are not limited to, the costs of investigating part availability, locating suitable part replacement, vendor interface, engineering efforts, testing and qualification requirements, documentation changes. The Authority shall be responsible for all other costs associated with: - the mitigation of Obsolescence Concerns (limited to Planned System Upgrades and Risk Mitigation Buys); - the resolution of Obsolescence Issues excluding form fit function (equivalent) replacement.
- 22.4.4 The Contractor shall liaise with the Authority to ensure OMP and mitigation / resolution of Obsolescence Concerns and Obsolescence Issues are appropriately aligned with the Authority's Future Capability Upgrade Programme.
- 22.4.5 The Contractor shall deliver an OMP in accordance with Appendix 1 to Annex 12 of Schedule 2, with the first issue being provided to the Authority no later than the CED + 3-months.
- 22.4.6 The OMP shall be reviewed, maintained and updated by the Contractor throughout the Contract duration as necessary, and in any event no less frequently than at 6-monthly intervals.
- 22.4.7 The Authority shall review any OMP submitted to it within ten (10) Business Days of receipt and shall notify the Contractor of any required revisions. Revisions shall be discussed with the Authority and incorporated by the Contractor into the OMP within ten (10) Business Days of receipt of such required revisions. If the parties cannot agree on any such revision to the OMP, the matter shall be escalated through the dispute resolution procedure set out in Condition 27 (Dispute Resolution) of Schedule 3.
- 22.4.8 At least three (3) months before the Expiry Date or if the Contractor receives notice of termination, within ten (10) Business Days of receiving such notice, the Contractor shall provide to the Authority an up to date OMP to enable the Contractor to comply with its obligations under this Condition 22 of Schedule 3.
- 22.4.9 The Contractor shall implement an obsolescence management strategy in accordance with the Obsolescence Management Plan at Annex 14 to Schedule 3 that will include as a minimum:
- 22.4.9.1 The on-going identification and review of obsolescence concerns and issues over the Contract duration.
- 22.4.9.2 Identification of mitigation action of obsolescence concerns to the Authority over the Contract duration.

- 22.4.9.3 The Contractor shall inform the Authority on becoming aware of obsolescence affecting their ability to fulfil the Contract.

## **23 CONTRACT MANAGEMENT**

23.1 The C17CSAE PT is responsible for all Contract issues relating to the Contract including, but not limited to:

23.1.1 changes to the Contract;

23.1.2 authorisation of payment; management/performance issues.

23.2 The Contractor shall be responsible for day to day scheduling, management and reporting of Tasking, as directed by 2GP VIP Tasking Cell.

## **24 GOVERNMENT FURNISHED ASSETS (GFA)**

24.1 The scope and processes applicable to the provision of Government Furnished Assets, to the Contractor for the purposes of carrying out the requirements of the Contract, are to be undertaken as defined in DEFSTAN 05-099 Issue 4 Amendment 2 Managing Government Furnished Equipment in Industry unless otherwise stated in this Condition 24 (Government Furnished Assets) of Schedule 3.

24.2 The GFA specific to this Contract is detailed in Annex 10 to Schedule 3, Appendices 1 to 5 to these terms and conditions of Contract specifically: -

24.2.1 Appendix 1 of Annex 10 to Schedule 3 - Government Furnished Information

24.2.2 Appendix 2 of Annex 10 to Schedule 3 - Government Furnished Material

24.2.3 Appendix 3 of Annex 10 to Schedule 3 - Government Furnished Services

24.2.4 Appendix 4 of Annex 10 to Schedule 3 - Government Furnished Personnel

24.2.5 Appendix 5 of Annex 10 to Schedule 3 – Government Furnished Facilities  
(Licence to Occupy)

24.3 Any GFA will be issued to the Contractor free of charge at the location detailed within Annex 10 to Schedule 3 (or its appendices) for the purpose specified in the Contract. Any such GFA will be made available for collection in the UK and the Authority shall not be responsible for the transportation of these items to the Contractors' premises, nor for their return.

24.4 Deployment and return of GFA required to support deployment of Aircraft under Item 5 of the SoR shall be as detailed within the Task Authorisation Form for Emergent Work.

24.5 The Authority shall use reasonable endeavours to notify the Contractor at the earliest opportunity of the known non-availability of GFA listed within Annex 10 to Schedule 3 and its Appendices. On receipt of any such notification, the Contractor shall notify the Authority within 10 business days of the schedule, cost and any other implications of this non-availability to the Service.



- 24.6 The Contractor is to ensure that any GFA provided to them, including use of telephones and IT equipment is used for discharging his obligations under the Contract only, and not for personal use.
- 24.7 In the event that that GFA is used for other than the purpose of the Contract the Contractor shall pay a fair and reasonable price for such use.
- 24.8 The Contractor shall inform the Authority if Government property, Services or facilities not specified as GFA are used by him for the purpose of the Contract and shall pay a fair and reasonable price thereof.
- 24.9 Any item of material removed from the Aircraft by the Contractor or their authorised representative as to be considered as Contract Work Arising as defined in DEFSTAN 05-099 Issue 4 Amendment 2 Managing Government Furnished Equipment in Industry.
- 24.10 GFA will be issued to the Contractor as follows: -

**24.10.1 Appendix 1 - Government Furnished Information**

Note: The Authority does not give any warranty or undertaking as to the completeness, accuracy, or fitness for any purpose of any of the Authority provided information. Neither the Authority nor its agents or employees shall be liable to the Contractor in Contract (save as expressly provided elsewhere in the Contract), tort, statute nor otherwise, as a result of any inaccuracy, omission, unfitness for any purpose, or inadequacy of any kind, in the Authority provided information.

**24.10.2 Appendix 2 - Government Furnished Material**

- 24.10.2.1 The Authority shall issue the items listed at Appendix 2 of Annex 10 to Schedule 3 during the Transition Period as Contract Support Equipment. The Authority shall be responsible for annual maintenance and replacement of items to the scale of quantities listed only.
- 24.10.2.2 In the event that an item of material is removed from the Aircraft in accordance with the Contract and not replaced by the Contractor in support of the Service, the removed items of material shall be considered Contract Work Arising.

**24.10.3 Appendix 3 - Government Furnished Services**

- 24.10.3.1 The Contractor shall be entitled to request the provision of the Services listed at Appendix 3 of Annex 10 to Schedule 3 for the purpose specified in the Contract and from the point of FOC. Prior to FOC, the Contractor shall have access to the Services at RAF Northolt that are available to Visiting Aircraft.
- 24.10.3.2 The Contractor shall be responsible for requesting provision of the Services from the point of contact in writing via email detailed at Appendix 3 of Annex 10 to Schedule 3 before the delivery lead-time detailed against the Service in at Column (d) Appendix 3 of Annex 10 to Schedule 3.

#### **24.10.4 Appendix 4 - Government Furnished Personnel**

- 24.10.4.1 The Authority will provide RAF pilots and air stewards to meet CPS serials 6.2 and 6.3 in accordance with JSP755 Chapter 5 (soft copies of JSP available on request).
- 24.10.4.2 4 pilots will be Available from 1 April 2022 (MOD to provide RAF Pilots that are compliant with and will operate within Contractor's AOC. RAF Pilots will hold minimum frozen ATPL and have 500 hrs of multi-engine experience.)
- 24.10.4.3 4 air stewards will be available from 1 April 2022 (Experienced RAF Air Stewards)
- 24.10.4.4 4 Additional air stewards to result in a total of 8 will be available from FOC. (Experienced RAF Air Stewards)
- 24.10.4.5 In accordance with Annex 9 to Schedule 3 (Contractors Transition and Delivery Plan) the Contractor shall work with the Authority sponsor to arrange all activities required to integrate Service Personnel no earlier than 1 April 2022 and to meet Contractor IOC and FOC. A draft of the Placement Agreement For Service Personnel can be found in JSP755 and Placement Details (Appendix 1 to Annex G of JSP755, Chapter 5) can be found at Annex 22 to Schedule 3 (Placement Details).

#### **24.10.5 Appendix 5 - Government Furnished Facilities (Licence to Occupy)**

- 24.10.5.1 The Contractor will be permitted to occupy designated office space. Occupation of the Buildings listed in the Licence to Occupy may take place from the time of signature of the LtO by the Parties.
- 24.10.5.2 The Contractor is permitted to utilise office furniture allocated to them in situ from FOC. The Authority is liable for replacement due to normal wear and tear only. Any additional furniture above the quantities in situ required by the Contractor at the RAF NHT shall be supplied by them at no additional cost to the Authority.

### **25 INSURANCE REQUIREMENTS**

25.1 Without prejudice to its liability to indemnify or otherwise be liable to the Authority under this Contract, the Contractor shall for the periods specified in Annex 15 to Schedule 3 (Required Insurances) take out and maintain or procure the taking out and maintenance of the insurances as set out under this Condition 25 (Insurance Requirements) of Schedule 3 and Annex 15 to Schedule 3 (Required Insurances) and any other insurances as may be required by law, (together the "Insurances"). The Contractor shall ensure that each of these Insurances are effective in each case not later than the date on which the relevant risk commences.

25.2 The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.

- 25.3 The Contractor shall ensure that where required in Annex 15 to Schedule 3 (Required Insurances) the policies of insurance shall contain an indemnity to principals condition under which the Authority shall be indemnified in respect of claims made against the Authority arising from death or bodily injury or third party property damage and for which the Contractor is legally liable under this Contract.
- 25.4 The Contractor shall ensure in respect of the Property Damage "All Risks" Insurance that the policy:
- 25.4.1 Note the Authority as co-insured with any other party maintaining the insurance.
  - 25.4.2 Provide for non-vitiation protection in respect of any claims made by the Authority as co-insured.
  - 25.4.3 Contain a Condition waiving the insurer's subrogation rights against the Authority, its employees and agents.
  - 25.4.4 Provide for thirty (30) days prior written notice of their cancellation or non-renewal.
  - 25.4.5 Provide for payment of any proceeds received to be applied in accordance with Condition 25.14 of Schedule 3.
- 25.5 Neither party to this Contract shall take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 25.6 Subject to Condition 25.7 of Schedule 3, the Contractor shall notify the Authority in writing at least thirty days (30) days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 25.7 Condition 25.6 of Schedule 3 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Condition 25 (Insurance Requirements) of Schedule 3 and the provisions of Condition 25.9 of Schedule 3 shall apply.
- 25.8 The Authority may elect (but shall not be obliged) where notice has been provided to the Contractor to purchase any insurance which the Contractor is required to maintain pursuant to this Contract but has failed to maintain in full force and effect, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Contractor.
- 25.9 The Contractor shall from the date of this Contract and within fifteen (15) Business Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in full force and effect and meet in full the requirements of this Condition 25 (Insurance Requirements) of Schedule 3 and Annex 15 to Schedule 3 (Required Insurances). Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Contractor of its liabilities and obligations under this Contract.

- 25.10 The Contractor shall promptly notify to insurers any matter arising from, or in relation to, this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to this Contract, the Contractor shall co-operate with the Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 25.11 Except where the Authority is the claimant party, the Contractor shall give the Authority notice within twenty (20) Business Days after any insurance claim in excess of one hundred thousand pounds (£100,000) relating to this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.
- 25.12 Where any Insurance requires payment of a premium, the Contractor shall be liable for such premium.
- 25.13 Where any Insurance referred to in this Condition 25 (Insurance Requirements) of Schedule 3 and Annex 15 to Schedule 3 (Required Insurances) is subject to an excess or deductible below which the indemnity from insurers is excluded, the Contractor shall be liable for such excess or deductible and shall indemnify the Authority against any loss or claims which would otherwise be insured but for the excess or deductible. The Contractor shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.
- 25.14 All insurance proceeds received under any policy referred to in Annex 15 to Schedule 3 (Required Insurances) paragraph Property Damage "All Risks" Insurance shall be applied to repair and reinstate each part or parts of the subject matter of any policy and for which the insurances proceeds were received.

## **26 SUPPLY CHAIN DATA**

### **26.1 Definitions**

- 26.1.1 In this Condition of Schedule 3 'Subcontractor' means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly.

### **26.2 Contractor Obligations:**

- 26.2.1 The Contractor shall provide a list in Microsoft Excel format of each Subcontract worth more than £1m. For each Subcontract, the list shall include, in so far as is reasonably practicable:
- 26.2.1.1 The registered name of the Subcontractor;
  - 26.2.1.2 The company registration number and DUNS number;
  - 26.2.1.3 Value, for all Subcontracts over £1m;

26.2.1.4 A description of the goods or Services provided;

26.2.2 In respect of the DEFCONs that are included in this Contract and which require the Contractor to include equivalent terms in Subcontracts, confirmation, in respect of each such DEFCON, that such terms have been so included; and

26.2.3 In respect of the DEFCONs that are included in this Contract and which require information to be provided by the Contractor to the Authority, such information may be provided by being included in this list unless it is specifically stated in the DEFCON or elsewhere in this Contract that it should be provided separately, or through a specified tool, or online portal.

26.2.4 The information listed in Condition 26.2 of Schedule 3 above shall be provided within 30 days of the Contract start date and thereafter updated annually to reflect any changes to the accuracy of the information.

## **27 DISPUTE RESOLUTION**

27.1 Should a dispute arise, the dispute shall be resolved in the following manner:

27.1.1 Stage 1 – In the first instance the Authority's and Contractor's Project Managers, and where appropriate the Authority's and Contractor's Commercial Officers, shall resolve any disputes. If agreement is not reached, then the dispute shall be referred to the next Contract Management Meeting for resolution. The Parties will endeavour to resolve the dispute within 30 calendar days or agree a reasonable timeframe in which the dispute is to be resolved.

27.1.2 Stage 2 - Should the dispute not have been resolved by the QPM or CRM deadline, the matter shall be referred to both the Authority's and the Contractor's senior project management hierarchy (this shall be Authority and Contractor equivalents with equal numbers of personnel representing each of the parties). Should the dispute remain unresolved after a further 30 calendar days (or such period as mutually agreed by the Authority and the Contractor); the provisions of 27.1.3 below shall apply.

27.1.3 Notwithstanding the provisions of 27.1.1 and 27.1.2, the Authority or the Contractor may resort to Arbitration or Alternative Dispute Resolution (ADR) in accordance with DEFCON 530 following a period of 60 calendar days for negotiations acting reasonably and in good faith.

27.1.4 The Authority and the Contractor shall continue to comply with, observe and perform all of their obligations in this Contract regardless of the nature of any dispute which arises and notwithstanding referral of any such Dispute Resolution under this Condition of Schedule 3 and shall give effect forthwith to any decision of the Arbitrator delivered under this Condition of Schedule 3.

## **28 CONTRACTORS LIMIT OF LIABILITY**

28.1 In this Condition 28 of Schedule 3 the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

28.1.1 "Charges" means any of the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor's other obligations under this Contract, as determined in accordance with this Contract;

28.1.2 "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:

28.1.2.1 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");

28.1.2.2 ii) the Data Protection Act 2018;

28.1.2.3 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

28.1.2.4 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];

28.1.3 "Default" means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or sub-contractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;

28.1.4 "Law" means any applicable law, statute, by-law, regulation, order, regulatory policy, guidance or industry code that has the equivalent of legal effect, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;

28.1.5 "Term" means the period commencing on the date on which this Contract takes effect and ending 23 Mar 2024 or as extended in accordance with Options Condition 5 of Schedule 3, or on earlier termination of this Contract.

## 28.2 Unlimited liabilities

28.2.1 Neither Party limits its liability for:

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- 28.2.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
  - 28.2.1.2 fraud or fraudulent misrepresentation by it or its employees;
  - 28.2.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
  - 28.2.1.4 any liability to the extent it cannot be limited or excluded by law.
- 28.2.2 The financial caps on the Contractor's liability set out in Condition 28.3 of Schedule 3 below shall not apply to the following:
- 28.2.2.1 for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to those identified in Condition 25 of Schedule 3 or Annex 15 to Schedule 3.
  - 28.2.2.2 DEFCON 684
  - 28.2.2.3 the Contractor's indemnity in relation to TUPE (Annex 12 of Schedule 3)
  - 28.2.2.4 breach by the Contractor of DEFCON 532B and Data Protection Legislation.
- 28.2.3 the financial caps on the Authority's liability set out in Condition 28.6 of Schedule 3 below shall not apply to the following:
- 28.2.3.1 for any indemnity given by the Authority to the Contractor under this Contract.

**28.3 Financial limits**

- 28.3.1 Subject to Conditions 28.2.1 and 28.2.2 of Schedule 3 and to the maximum extent permitted by Law:
- 28.3.1.1 throughout the Contract Duration the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:
    - 28.3.1.1.1 in respect of DEFCON 76 (ISC) twenty million pounds (£20,000,000) per event and twenty million pounds (£20,000,000) in aggregate;
    - 28.3.1.1.2 in respect of DEFCON 514 six million and eight hundred thousand pounds (£6,800,000) per event and six million and eight hundred thousand pounds (£6,800,000) in aggregate;
    - 28.3.1.1.3 in respect of DEFCON 611 (ISC) twenty five million pounds (£25,000,000) per event and fifty one million pounds (£51,000,000) in aggregate; and

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28.3.1.1.4 in respect of DEFCON 612 (ISC) one million pounds (£1,000,000) per event and one million pounds (£1,000,000) in aggregate; and

28.3.2 without limiting Condition 28.3.1.1 of Schedule 3 and subject always to Conditions 28.2.1, 28.2.2, and 28.3.3 of Schedule 3, the Contractor's total liability throughout the Term in respect of all other liabilities whether in Contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be £10,552,000.00

28.3.3 on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Conditions 28.3.1.1 and 28.3.2 of Schedule 3 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Conditions 28.3.1.1 and 28.3.2 of Schedule 3 of this Contract.

28.3.4 Subject to Conditions 28.2.1, 28.2.2 and 28.3.5 of Schedule 3, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in Contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

28.3.5 Condition 28.3.4 of Schedule 3 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

**28.4 Consequential loss**

28.4.1 Subject to Conditions 28.2.1, 28.2.2 and 28.4.2 of Schedule 3, neither Party shall be liable to the other Party or to any third party, whether in Contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

- 28.4.1.1 indirect loss or damage;
- 28.4.1.2 special loss or damage;
- 28.4.1.3 consequential loss or damage;
- 28.4.1.4 loss of profits (whether direct or indirect);
- 28.4.1.5 loss of turnover (whether direct or indirect);
- 28.4.1.6 loss of business opportunities (whether direct or indirect); or
- 28.4.1.7 damage to goodwill (whether direct or indirect) even if that Party was aware of the possibility of such loss or damage to the other Party,

28.4.2 The provisions of Condition 28.4.1. of Schedule 3 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:



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- 28.4.2.1 any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:
  - 28.4.2.1.1 to any third party;
  - 28.4.2.1.2 for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
  - 28.4.2.1.3 relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- 28.4.2.2 any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;
- 28.4.2.3 the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement Services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);
- 28.4.2.4 any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;
- 28.4.2.5 damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 (ISC) and 611 (ISC);
- 28.4.2.6 costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;
- 28.4.2.7 any additional costs incurred by the Authority in relation to the Authority's Contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such Contracts);
- 28.4.2.8 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or
- 28.4.2.9 any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

## **28.5 Invalidity**

28.5.1 If any limitation or provision contained or expressly referred to in this Condition of Schedule 3 is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition of Schedule 3.

## **28.6 Third party claims or losses**

28.6.1 Without prejudice to any other rights or remedies the Authority may have under this Contract the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any Contract with that third party provided that such third party claim:

28.6.2 arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and

28.6.3 is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

## **28.7 No double recovery**

28.7.1 Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.

## **29 SOCIAL VALUE**

29.1 During the term of the Contract Duration the Contractor shall deliver its Social Value Obligations in accordance with Annex 21 of Schedule 3.

## **30 AUTHORITY'S CAPACITY**

30.1 Save as otherwise expressly provided, the obligations of the Authority under this Contract are obligations of the Authority in its capacity as a contracting counterparty and nothing in this Contract shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, nor shall the exercise by the Authority of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Authority to the Contractor.

### **31 CONFLICT OF INTEREST**

- 31.1 A potential conflict of interest (COI) may arise where the Contractor becomes involved with future competitions for CSAT Recap.
- 31.2 A COI could compromise the need for impartiality and the objective of holding a fair competition in accordance with the Authority's obligations under the Treaty on the Functioning of Europe and Regulation 5(2) of the Defence and Security Public Contract Regulations.
- 31.3 The Authority will reserve the right at its sole discretion to exclude the Contractor from future involvement in the Recap programme competitions if the Contractor is unable to demonstrate to the Authority's complete satisfaction compliance with Condition 31 of Schedule 3 (Conflict of Interest).

### **32 PASS-THROUGH WARRANTIES**

- 32.1 In circumstances where the Contractor's Sub-Contractors offer a warranty at no additional cost in any Deliverables or part of any Deliverables, the Contractor shall pass the benefit of this to the Authority.
- 32.2 The Contractor shall use reasonable endeavours to procure from its Sub-Contractors a warranty at no additional cost in any Deliverables or part of any Deliverables to be provided by such Sub-Contractors.
- 32.3 On or prior to Acceptance, the Contractor shall notify the Authority of any warranties the benefit of which shall pass to the Authority.

### **33 OUT OF AREA TASKING**

- 33.1 Tasks that require an Aircraft to be away from the MOB for a continuous period of more than 7 calendar days shall be considered an Out of Area Tasking.
- 33.2 Out of Area Tasking shall be tasked in accordance with Condition 20 of Schedule 3 (Emergent Work Tasking Process) and pricing tables 2 and 3 at Annex 14 to Schedule 2.

## **Annex 1 to Schedule 3 – Not Used**

## Annex 2 to Schedule 3 –Hazardous Articles, Deliverables, Materials or Substances Statement by the Contractor (DEFFORM 68)

DEFFORM 68

### Annex F - Hazardous Articles, Deliverables, Materials or Substances Statement by the Contractor

Contract Number: C17CSAE701712461

Contract Title: CSAT Recap

Contractor: Centreline AV Limited

Date of Contract: February 2022

\* To the best of our knowledge there are no hazardous Articles, Deliverables, materials or substances to be supplied. ☒

\* To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty: ) attached in accordance with either:

DEFCON 68 ☐ ; or

Condition 9 of Standardised Contract 1A/B Conditions ☐

Contractor's Signature:



Name: A. Paterson

Job Title: Director/Accountable Manager

Date: January 7th, 2022

\* check box (T) as appropriate

---

#### To be completed by the Authority

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)  
Department of Safety & Environment, Quality and Technology (D S & EQT)  
Spruce 2C, #1260  
MOD Abbey Wood (South)  
Bristol, BS34 8JH

Email: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

## **Annex 3 to Schedule 3– Import and Export Controls (DEFFORM 528)**

NIL RETURN

## Annex 4 to Schedule 3 – Security Aspects

Date of Issue: 01/02/2022

C17CSAE DT,  
Walnut 2b, #1229,  
MOD Abbey Wood, Bristol,  
BS34 8JH

For the attention of:

Howard Povey  
Centreline Av Limited  
Bristol Airport  
Bristol  
BS48 3DP  
United Kingdom

**CONTRACT NUMBER & TITLE: C17CSAE/701712461 CSAT Recap Phase 1**

1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced Contract that constitute classified material.
2. Aspects that constitute OFFICIAL-SENSITIVE for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Condition [see attached copy of Annex C] outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

ASPECTS	CLASSIFICATION
Passenger details and flight manifests	OFFICIAL-SENSITIVE

3. Your attention is drawn to the provisions of the Official Secrets Act 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this Contract have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply after completion or earlier termination of the contract
4. Will you please confirm that:
  - a. This definition of the classified aspects of the referenced Contract has been brought to the attention of the person directly responsible for security of classified material.
  - b. The definition is fully understood.
  - c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.]
  - d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information and assets associated with this contract.
5. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

6. Classified Information associated with this Contract must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

7. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours faithfully  
Air Transport SAC  
DE&S

Copy via email to:  
[ISAC-Group \(MULTIUSER\)](#)  
[SPO DSR-IJPCSy \(MULTIUSER\)](#)  
[ISS Des-DAIS-SRAAcc4-IA](#)



## Annex 5 to Schedule 3- Personal Data Particulars (DEFFORM 532)

<b>Data Controller</b>	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by: 2GP VIP Tasking Cell</p>
<b>Data Processor</b>	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at: Bristol Airport, Bristol, BS48 3DP, United Kingdom</p>
<b>Data Subjects</b>	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:</p> <p>Authority aircrew and air stewards Passengers (civilian &amp; military)</p>
<b>Categories of Data</b>	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p> <p>Full names Date of birth Passport number Nationality</p>
<b>Special Categories of data (if appropriate)</b>	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data:</p> <p>None</p>
<b>Subject matter of the processing</b>	<p>The processing activities to be performed under the Contract are as follows: In support of the Contract obligations.</p>
<b>Nature and the purposes of the Processing</b>	<p>The Personal Data to be processed under the Contract will be processed as follows:</p> <p>collection, recording, organisation, storage, retrieval, use, disclosure by transmission, dissemination or otherwise making available, restriction, erasure or destruction of data (whether by automated means or not)</p>

	For purpose(s) including: statutory obligations, Diplomatic Clearance requests and making bookings for Services.
<b>Technical and organisational measures</b>	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:</p> <p>The implementation of measures shall be in accordance with the Cyber Risk Profile (Moderate), as detailed in Annex A to <a href="#">Def Stan 05-138</a>. Measures may include but not be limited to anonymisation, authorised access controls and/or data processed on closed/restricted systems.</p>
<b>Instructions for disposal of Personal Data</b>	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract):</p> <p><b>TBC by the Authority by IOC</b></p>
<b>Date from which Personal Data is to be processed</b>	From the date of Contract Award

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

## Annex 6 to Schedule 3- Quarterly Financial Reports (DEFFORM 136)

<b>Ministry Of Defence</b>  <b>QUARTERLY FINANCIAL REPORT</b>  (To be submitted IN TRIPLICATE within 21 days of the end of each quarter (one copy being sent <u>direct</u> to the Technical, Finance and Commercial contact points identified in the Appendix to Contract)		<b>DEFFORM 136</b> (Edn 11/00)  Report for quarter ending:  Contract Number:	
To: (MOD contact)	From: (Contractor's name & address)	Contract Limit of Liability £  (Approval of the MOD commercial staff must be sought before expenditure (including estimated overheads and profit) is committed beyond the Contract limit of liability)	
1. Actual cost chargeable to Contract to end of quarter stated above and estimated cost to completion  (see NOTES below)  For A and B <u>include</u> progress payments as well as bills paid for delivered item. For C <u>exclude</u> any salaries and wages covered in D below.		ACTUAL	Estimated
		Cost to the end of the quarter stated above  £	Cost to completion (inclusive of costs to date)  £
) A. Materials and bought out items ) ) B. Sub-contracted work ) ) C. Salaries and Wages: ) (i) Design ) (ii) Other			

OFFICIAL SENSITIVE - COMMERCIAL

TOTAL (A, B & C)		
D. Overheads (Provisional) at %		
E. Profit (Provisional) at %		
TOTAL (A, B, C, D & E)		
2. Outstanding Commitments (Value of orders placed for materials, bought out items and sub-contracted work less bills already paid and progress payments made)	<u>Value</u>	
3. Further estimated costs inclusive of overheads and profit (The forecasts should not be restricted to the "limitation of liability" figure at present shown in the Contract if the ultimate costs are likely to be higher)		
F. During the quarter following that covered by this report		
G. Thereafter to 31 March next (20 )		
H. Thereafter to 31 March in succeeding year		
J. Thereafter to completion of work		
Date by which work is expected to be completed	Month	Year
Date:	Signature:	In the capacity of:

- NOTES:
- (i) All figures must be VAT exclusive. Figures in section 1. should be cumulative from the start of the Contract.
  - (ii) It is most important that the report is submitted within 21 days mentioned above. When a contractor finds it impossible to provide precise figures within this time, provisional figures, annotated accordingly, should be given.
  - (iii) Where provisional figures are provided, actuals must be supplied as soon as possible, but with the following return at the latest, with an explanation for any discrepancies.
  - (iv) Please give overleaf or separately a brief explanation of any significant difference between the present estimate of total costs to completion of work and the corresponding estimate on last report.

**Annex 7 to Schedule 3- MOD SME Spend Data  
Collection (DEFFORM 139)**



DEFFOFM\_139\_Tem  
plate\_Ver\_0919-O.xls

**Annex 8 to Schedule 3 - Aircraft Lease Agreement**

Note: The signed lease agreement will be inserted here once agreed between the Parties.

**LEASE AGREEMENT**

LESSOR:	Secretary of State for Defence acting as Ministry of Defence, C17, Command Support and Airborne Equipment Delivery Team (C17CSAE DT)
LESSEE:	[To be Confirmed]
AIRCRAFT:	[To be Confirmed]

THIS **LEASE AGREEMENT** (this **Agreement**) is made as of [To be Confirmed] by and between:

**Secretary of State for Defence acting as Ministry of Defence, C17, Command Support and Airborne Equipment Delivery Team (C17CSAE DT)** of Walnut 2B, Nhd 1, #1027, MoD, Abbey Wood, Bristol, South Gloucestershire, BS34 8JH (the **Lessor**)

and

[To be Confirmed]

(the **Lessee**)

The Lessee wishes to contract with the Lessor for the provision of Lease Services, and the Lessor wishes to provide Lease Services to the Lessee.

**IT IS AGREED AS FOLLOWS:**

**1. Definitions:**

**Aircraft**

[To be Confirmed]

**Aviation Authority**

United Kingdom Civil Aviation Authority and any other civil aviation authority with jurisdiction over the Aircraft

**Business Day**

a day, other than a Saturday or Sunday, on which banks are open for general business in London, England

**Contract**

the Contract CS17CSAE/701712461 in respect of the provision of services dated [TBC] and made between:

Secretary of State for Defence and [TBC]

**Crew**

(i) flight crew assigned to the Aircraft in accordance with the Contract, and (ii) cabin crew assigned to the Aircraft in accordance with the Contract.

**Flight**

any service flight performed pursuant to the Contract



**Insurances**

has the meaning given to it in Condition 6.3 of this Agreement.

**Lease Rate**

Consideration of £1 (Receipt of which is to be acknowledged by Notice).

**Lease Service**

has the meaning given to it in Condition 2.2 of this Agreement.

**Lease Term**

the period commencing on the Start Date (or such other date agreed between the parties) and ending on the earlier of:

- (1) the date on which the Lessee notifies the Lessor in writing that the Lessor is no longer required to perform its obligations under this Agreement for any reason; or
- (2) the date on which this Agreement is terminated in accordance with Condition 8 of this Agreement.

**Losses**

all costs, expenses, payments, charges, losses, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, judgments or orders

**Operating Base**

RAF Northolt Airport or as agreed in writing by the parties

**Start Date**

the date of this Agreement.

**2 LEASE SERVICE**

2.1 Lease: Subject to the terms of this Agreement, during the applicable Lease Term the Lessee agrees to use, and the Lessor agrees to provide to the Lessee, the Lease Service. Upon expiry or termination of the applicable Lease Term the Lessee's right to receive the Lease Service and use, possess and operate the Aircraft shall terminate.

2.2 Lease Service: In consideration of £1 (receipt of which is acknowledged), during the Lease Term the Lessor shall provide the following service (the Lease Service)

Aircraft: Deliver to and entitle the Lessee to exclusively use, possess and operate the Aircraft under the Contract.

2.4 Flight Programme: Subject to Condition 2.5 of this Agreement the flight programme for the Aircraft shall be determined by the Lessee in order to comply with its obligations under the Contract.

2.5 Use: The Aircraft shall be used, possessed and operated exclusively by the Lessee and shall be operated only in the ordinary course of the services under this Contract.

2.6 Operational Control: The operation of Flights under this Agreement shall be under the supervision and control of the Lessee. The Lessee will at all times retain operational control of the Aircraft.

### **3 START DATE**

The Lessor shall not be obliged to perform the Lease Services unless and until the Start Date. On the Start Date the Aircraft shall become available to the Lessor in accordance with the Lease Service. The Lessee shall by way of signature to this Lease Agreement accept the Aircraft and this acceptance shall constitute conclusive evidence that the Lessee has examined the Aircraft and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by the Lessor, the Lessee's duly authorised representative shall sign a receipt confirming such acceptance.

### **4 LESSEE PRIMARY OBLIGATIONS**

During the Lease Term the Lessee shall:

- (1) Operate the Aircraft in accordance with all applicable rules and regulations of the Aviation Authority and the Lessee's standard procedures and pay directly all of the direct costs, charges, expenses, fees and other liabilities incurred in connection with such Flights;
- (2) Ensure that the Aircraft is maintained in accordance with the requirements of the Aviation Authority and the Lessee's approved maintenance program.
- (3) Maintain the Insurances as referenced in the Contract at all times during the Lease Term;
- (4) At the end of the Lease Term redeliver the Aircraft to the Lessor in the same condition (save for any reasonable and properly incurred fair wear and tear and maintenance arisings, arising as a result of the consumption of up to 2,400 flying hours; any required Airworthiness Directives, or Authority approved Service Bulletins; and any Authority requested modifications, including but not limited to paint or interior refurbishment) as when delivered under this Agreement and in accordance with the Contract.;
- (5) Procure that the livery of the Aircraft remains as at the date of this Agreement or as per any change directed by the Contract; and
- (6) Ensure that the Aircraft shall be based at the Operating Base.

### **5 LESSOR PRIMARY OBLIGATIONS**

5.1 During the Lease Term the Lessor shall in connection with provision of the Lease Service:

- (1) Provide to the Lessee the Aircraft properly equipped for usage under the Contract; and
- (2) Provide maintenance of the Aircraft in accordance with the Lessee's Maintenance Programme and the Contract.

## **6 TITLE, INDEMNIFICATION AND INSURANCE**

6.1 The Aircraft shall at all times remain the property of the Lessor, and the Lessee shall have no right, title or interest in or to the Aircraft (save the right to possession and use of the Aircraft subject to the terms and conditions of this Agreement

6.2 The Lessee shall bear liability for and indemnify the Lessor, its officers, directors, employees and shareholders for any Losses in accordance with the Contract:

6.3 Without prejudice to its liability to indemnify or otherwise be liable to the Lessor under this Agreement and the Contract, the Lessee shall take out and maintain or procure the taking out and maintenance of the insurances as set out in the Contract.

## **7 QUIET ENJOYMENT**

Unless the Lessor is entitled to terminate this Agreement in accordance with Condition 8 of this Agreement it shall not during the Lease Term disturb the quiet use, possession and enjoyment of the Aircraft by the Lessee.

## **8 TERMINATION**

8.1 The leasing of the Aircraft under this Agreement shall terminate automatically on the earlier of the termination of the Contract or the total loss of the Aircraft.

## **9 GOVERNING LAW AND JURISDICTION**

9.1 This Agreement and any non-contractual rights or obligations connected with it are governed by English law without application of conflict of laws rules which refer to other laws and regulations.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

## **10 REPRESENTATIONS AND WARRANTIES**

10.1 The Lessee represents and warrants that:

10.1.1 it is a company duly incorporated and existing under the laws of the United Kingdom and has the corporate power and authority to carry on its business as presently conducted and to perform its obligations under this Agreement, is the holder of all necessary licences issued by all governmental authorities having jurisdiction to authorise or permit it to engage in air transportation;

10.1.2 this Agreement has been duly authorised by all necessary corporate action and neither the execution, delivery, performance hereof nor the consummation of the

transactions contemplated will contravene its Articles of Association and any law or regulation applicable to it;

10.1.3 this Agreement has been duly entered into and delivered by it and constitutes the valid, legal and binding obligations of it enforceable in accordance with its terms; and

10.1.4 it has obtained all necessary consents and / or approvals of any person or governmental authority or agency with respect to the execution, delivery and performance by it of this Agreement.

10.2 The Lessor represents and warrants that:

10.2.1 it has the power and authority to carry on its business as presently conducted and to perform its obligations under this Agreement;

10.2.2 this Agreement has been duly authorised by all necessary ministerial action and neither the execution, delivery, performance hereof nor the consummation of the transactions contemplated will contravene any law or regulation applicable to it;

10.2.3 this Agreement has been duly entered into and delivered by it and constitutes the valid, legal and binding obligations of it enforceable in accordance with its terms; and

10.2.4 it has obtained all necessary consents and / or approvals of any person or governmental authority or agency with respect to the execution, delivery and performance by it of this Agreement.

## **11 FURTHER PROVISIONS**

11.1 Incident Management: If an Aircraft suffers any significant damage or otherwise becomes involved in any incident involving death of or injury to any person or upon the occurrence of any other event which would or might give rise to media interest and/or any official investigation (an Incident), the Lessor and the Lessee shall co-operate fully with each other and provide each other with all relevant information in relation to such Incident and neither party shall make any public statement other than as required by applicable laws or regulations or with the prior written consent of the other party.

11.2 Notices: All notices and communications under this Agreement shall be made in writing and in the English language and transmitted to a party at its Address for Notices, with copy as there provided, or to such other address, facsimile number or e-mail address as the intended recipient may have notified to the other parties (by five (5) business days' notice). Notices hereunder shall not be effective unless given by personal delivery, post (return receipt requested), express courier (tracking receipt requested) or electronic communication (with confirmation of complete transmission or no delivery failure message received, as the case may be) to the relevant address. In the case of posting or courier service, any such notice shall be deemed duly served upon the third (3rd) business day after its despatch, in the case of personal delivery on the business day immediately following the date of personal delivery and

in the case of electronic communication on the date of transmission if no delivery failure message is received.

11.3 Confidentiality: Each party acknowledges that the contents of this Agreement are considered by them to be confidential information and accordingly they each agree to treat such information as confidential and shall not without the prior written consent of the other disclose this Agreement or such information to any person except and as necessary to the relevant Aviation Authority or their respective professional advisers or as may be required by any applicable law or order of any competent court. In connection with any such disclosure, the disclosing party shall request and use reasonable endeavours to obtain confidential treatment of such information.

11.4 Expenses: Each party will bear its own costs and expenses in connection with the negotiation, preparation and execution of this Agreement.

11.5 Assignment: The Lessee shall not assign, transfer or deal in any other manner with any of its rights, duties or obligations under this Agreement.

11.6 Waiver, remedies cumulative: The rights of the parties under this Agreement may be exercised as often as needed, are cumulative and apply in addition to its rights under the general law and may be waived only in writing and not exercising or delay in exercising any right of a party is not a waiver of that right.

11.7 Severability of Provisions: If a term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not invalidate the remaining provisions of this Agreement or affect the legality, validity or enforceability of that or any other provision in any other jurisdiction.

11.8 Counterparts: This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures were on the same original of the agreement.

11.9 Variation: The provisions of this Agreement shall not be varied otherwise than by written agreement between the parties.

11.10 Contract (Rights of Third Parties) Act 1999: A person (other than a company within the Lessor's Group) who is not a party to this Agreement shall have no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This Condition of this Agreement does not affect any right or remedy of a third party which exists or is available apart from that Act.

11.11 Survival: The indemnity, liability and confidentiality provisions of this Agreement shall survive any termination of this Agreement.

11.12 Entire Agreement: This Agreement and the Contract constitute the entire agreement between the parties with respect to their usage of the Aircraft.

**IN WITNESS WHEREOF** the parties have executed this Agreement on the date stated above.

**SIGNATURE PAGE**

**LESSOR**

Signed by ) [TBC] ) for and on behalf of )

Secretary of State for Defence acting as Ministry of Defence, C17, Command Support and Airborne Equipment Delivery Team (C17CSAE DT)

**LESSEE**

Signed by [TBC] ) name [TBC] ) sign for and on behalf of [TBC] )

## **Annex 9 to Schedule 3 - Contractors Transition and Delivery Plan**

1. The Contractor shall implement the Transition and Delivery Plan under this Contract to the full extent, and in the method that it is described in the Transition & Delivery Plan linked below.

File: Annex\_9\_ti\_Schedule\_3\_Contractors\_Transition\_and \_Delivery\_Plan\_Issue\_1-OSC

## **Annex 10 to Schedule 3 – Government Furnished Assets**

Note: GFA is detailed in the following Appendices:

Appendix 1 of Annex 10 to Schedule 3 - Government Furnished Information

Appendix 2 of Annex 10 to Schedule 3 - Government Furnished Material

Appendix 3 of Annex 10 to Schedule 3- Government Furnished Services

Appendix 4 of Annex 10 to Schedule 3 - Government Furnished Personnel

Appendix 5 of Annex 10 to Schedule 3 - Government Furnished Facilities (Licence to Occupy)



## Appendix 1 of Annex 10 to Schedule 3 - Government Furnished Information

<b>Serial (a)</b>	<b>Description (b)</b>	<b>Version (c)</b>	<b>Media / Number of Copies (CD Rom/hard Copy) (d)</b>	<b>Purpose (e)</b>	<b>Category of GFA (f)</b>
1	RAF NHT Standing Orders and Instructions	Latest	TBD	Compliance with Annex 10 to Schedule 2	Contract Support Item
2	RAF NHT Infrastructure Hangar Plans	Latest	Hard Copy	Compliance with the Contract	Contract Support Item
3	Outgoing Contractors Exit Management Plan	Latest (Redacted)	Soft Copy	Alignment of incoming/outgoing activities	Contract Support Item

## Appendix 2 of Annex 10 to Schedule 3 - Government Furnished Material

Serial (a)	Description (b)	Qty (c)	Reference / Serial # (d)	Date of Issue (e)	Purpose (f)
1	Fire extinguishers	[To be inserted by IOC]	[To be inserted by IOC]	[To be inserted by IOC]	Supplied to ensure compliance with station orders
2	<b>Communication Equipment:</b> RECEIVER-TRA POWER SUPPLY	[To be inserted by IOC]	[To be inserted by IOC]	[To be inserted by IOC]	Communication Equipment to support safe operations on RAF Northolt runway
3	Aircraft Fuel Cards	[To be inserted by IOC]	[To be inserted by IOC]	[To be inserted by IOC]	For use by the Contractor.
4	Vesting related Ground Support Equipment.	[To be inserted by IOC]	[To be inserted by IOC]	[To be inserted by IOC]	Equipment to support safe operations.

### Appendix 3 of Annex 10 to Schedule 3- Government Furnished Services

Serial (a)	Description (b)	Point of Contact / Provider (c)	Delivery Lead-time (d)	Contractors Acceptance Period (e)
1	Towing – Provision of tow vehicle	[To be inserted by IOC]	30 minutes	30 minutes
2	Replenishment Services – Sewage removal – Provision of Sewage Tank and Operator	[To be inserted by IOC]	30 minutes	30 minutes
3	Replenishment Services – Water – Provision of Water Bowser and Operator	[To be inserted by IOC]	30 minutes	30 minutes
4	Replenishment Services – Fuel – Provision of Fuel Bowser and Operator	[To be inserted by IOC]	30 minutes	30 minutes
5	Engine Running Facility	Local Operating Base supply.	30 minutes	30 minutes
6	Compass	Local Operating Base supply	30 minutes	30 minutes

7	Testing of drinking water held on the Aircraft	RAF Northolt Medical Centre DPHCLSE	5 business days' notice for provision	4 hours
8	Use of RAF Northolt Armoury to store/access designated items owned by the Contractor	See Serial 1 to 4	5 business days' notice	2 hours
9	Provision of Fire Fighting Course for permitted Fire Equipment located within the Facilities detailed at [LTO] Appendix 5 of Annex 10 to Schedule 3	Directly via RAF Northolt Training Website	40 business days	Attendance at Training Course at RAF Northolt
10	Forklift and operator and marshaller (two persons).	[To be inserted by IOC]	3 hours. Reasonable endeavours shall be made to provide the service within a shorter timescale	20 minutes

11	<p>2GP VIP TASKING activities:</p> <ul style="list-style-type: none"> <li>• liaising with the passenger(s) / VIP(s)</li> <li>• finalising the requirement</li> <li>• forwarding the required information to the Contractor via Defence Share</li> <li>• Administrating any diplomatic clearances that are required</li> <li>• Confirming if there are any specific security requirements associated with the task</li> </ul>	[To be inserted by IOC]	[To be inserted by IOC]	N/A
12	RAF NHT Infra Testing (Electricity etc.)			

**Appendix 4 of Annex 10 to Schedule 3 - Government Furnished Personnel**

<b>Serial (a)</b>	<b>Description (b)</b>	<b>Qty (c)</b>	<b>Available From (d)</b>
1	Authority pilots	4	01 April 2022
2	Air Stewards	4	01 April 2022
3	Air Stewards	4	FOC

## **Appendix 5 of Annex 10 to Schedule 3 - Government Furnished Facilities (Licence to Occupy)**

Licence to Occupy

DATED

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### **LICENCE TO OCCUPY**

relating to parts of Buildings 810 and 813  
RAF Northolt, West End Road, Ruislip HA4 6NG

between

**THE SECRETARY OF STATE FOR DEFENCE**

and

**Centreline Av Limited**

Bristol Airport

Bristol

BS48 3DP

United Kingdom

THIS LICENCE is dated

[DATE]

## **PARTIES**

1. THE SECRETARY OF STATE FOR DEFENCE care of the Defence Infrastructure Organisation of Blandford House Farnborough Road Aldershot Hants GY11 2HE(Licensor).
2. Centreline Av Limited, Bristol Airport, Bristol, BS48 3DP, United Kingdom

## **AGREED TERMS**

### **1. INTERPRETATION**

The following definitions and rules of interpretation apply in this licence.

#### **1.1 Definitions:**

**Building:** all that land and buildings known as part of Buildings 810 and 813 shown verged red on the Plan of the Site or such reduced or extended area as the Licensor may from time to time designate as comprising the Building.

**Clean up Works:** the removal (from the Property or elsewhere) and/or remediation and/or elimination of or other response to Contamination (as hereinafter defined) to the satisfaction of all applicable governmental agencies local authorities and competent executive financial regulatory or administrative agencies authorities bodies boards bureaux commissions courts and tribunals in compliance with Environmental Laws and Pollution Control Legislation (as hereinafter defined) and in compliance with good environmental management and prudent commercial practice.

**Common Parts:** such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building or Site the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the Licensor.

**Competent Authority:** any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.



Contamination: the presence of any Hazardous Substance (as hereinafter defined) but excluding petroleum products or the existence of any injury to health safety or the environment or any other environmental condition at in or under the Property or any Release (as hereinafter defined) at in on from or to the Property either in breach of one or more Environmental Laws and Pollution Control Legislation or which would be reasonably required to be removed at the termination of the Licence Period to ensure that no environmental matter restricts the present or future use operation leasing development construction alteration refinancing or sale of the Property.

Contract: The Contract entered into by the Licensor and the Licensee on [to be confirmed],  
Contract No: C17CSAE/ 701712461 for the provision of the Services as defined in the Contract.

Environmental Claim [defined in 12.1 of this licence]:

Environmental Laws: Each and every law (including, without limitation, common law), enactment, code of practice, ordinance regulation (including, but not limited to, decrees and judicial or administrative orders) and the lawful requirement of any competent executive, judicial and/or regulatory authority and/or court, relating to health or safety or to the environment including, but not limited to, those applicable to the manufacture, processing, transportation, distribution in commerce, use, generation, storage, treatment, disposal, handling and Release of any Hazardous Substance all as amended or modified from time to time, and those applicable to pollution, contamination, injury, destruction, loss, protection, clean up, reclamation or restoration of soil, ground water, surface water, air or other natural resources, to exposure to pollutants, contaminants, hazardous or toxic substances, petroleum products, materials or wastes and "Environmental Law" shall be construed accordingly.

Environmental Licence [defined in 12.1 of this licence]:

Hazardous Substance: any dangerous, toxic or hazardous material, petroleum products, pollutants, contaminant, chemical, waste or substance defined, listed or described as such in or governed by any "Environmental Law" and "Hazardous Substances" shall be construed accordingly.

Licence Fee: a peppercorn.

Licence Fee Commencement Date: the date of this licence.

Licence Period: the period from and including [to be confirmed] until the date on which this licence is determined in accordance with Condition 6 of this licence.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Officer Commanding: means the military officer commanding the Site or such other person as the Licensor may from time to time appoint to manage the Site.

Permitted Use: firstly the parking of the Licensors Aircraft and all or any routine maintenance of such Aircraft and secondly Aircraft in the ownership of other operators subject to the operating requirements, procedures and terms and conditions of the Licensor at the Estate relating to visiting civilian Aircraft within Use Class [ B1 ] of the Town and Country Planning (Use Classes) Order 1987 as at the date this licence is granted.

Plan: the plans attached to this licence marked A14-006A, A14-007A, A14-008A, A14-010A and A22-003A.

Pollution Control Legislation: "Pollution Control Legislation" means all statutes relating to the protection of the environment and human and animal welfare including (without limitation) the Public Health Acts 1936 and 1961 the Control of Pollution Act 1974 the Water Resources Act 1991 the Water Industry Act 1991 the Environmental Protection Act 1990 the Environment Act 1995 and the Control of Pollution (Oil Storage) (England) Regulations 2001.

Property: the interior parts of the Building as shown edged red on the Plans bounded by and including:

- (a) the floor screed
- (b) the ceiling finishes;
- (c) the interior finishes of exterior walls and columns;
- (d) the doors and windows within the interior and their frames and fittings;

(e) one half of the thickness of the interior, non-structural non-load-bearing walls and columns that adjoin the Common Parts or other parts of the Building;

(f) the hangar doors

together with all fixtures and fittings and plant and machinery in the Property

but excluding:

(g) the windows in the exterior walls and their frames and fittings;

(h) the whole of the interior structural load-bearing walls and columns within that part of the Building other than their plasterwork and other than the doors and windows and their frames and fittings within such walls; and

(i) all Service Media within that part of the Building which do not exclusively serve that part of the Building

Release: the intentional or unintentional spilling leaking dumping pouring emptying seeping disposing discharging emitting depositing injecting leaching escaping emission abandoning or any other release or threatened release (however defined) caused by the Licensee or its servants agents invitees licensees or contractors into any environmental medium of any substance microwave radio wave radar or other similar transmission agent which is capable of causing harm to the health of man or other living organisms supported by the environment or other interference with the ecological systems of which they form part or livestock or wild animals or capable of causing damage to property where the release (by whatever means outlined herein) was made from the Property or any property or equipment thereon.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, [air-conditioning,] energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Site: the site belonging to the Licensor and known as RAF Northolt of which the Building and the Property form part.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

1.2 Condition, Schedule and paragraph headings shall not affect the interpretation of this licence.

- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedule.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.9 A reference to writing or written excludes fax and e-mail.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 References to Conditions and Schedules are to the Conditions and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.

1.12 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.13 Unless expressly provided otherwise, the obligations and liabilities of the Licensee under this licence are joint and several.

1.14 A Business Day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

## **2. LICENCE TO OCCUPY**

2.1 Subject to Condition 3 and Condition 6 of this licence, the Licenser permits the Licensee to occupy the Property for the Permitted Use for the Licence Period in common with the Licenser and all others authorised by the Licenser (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the rights mentioned in the Schedule.

2.2 The Licensee acknowledges that:

- a. the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licenser and the Licensee by this licence;
- b. the Licenser retains control, possession and management of the Property and the Licensee has no right to exclude the Licenser from the Property;
- c. the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in Condition 2 of this licence may only be exercised by the Licensee and its employees; and
- d. without prejudice to its rights under Condition 6 of this licence, the Licenser shall be entitled at any time on giving not less than 20 Business Days' notice except in emergency to require the Licensee to transfer to alternative space

elsewhere within the Building or the Site and the Licensee shall comply with such requirement.

### **3. LICENSEE'S OBLIGATIONS**

#### **3.1 The Licensee agrees and undertakes:**

- a. to keep the Property clean, tidy and clear of rubbish;
- b. not to use the Property other than for the Permitted Use;
- c. not to make any alteration or addition whatsoever to the Property;
- d. not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property or elsewhere in the Building or on the Site without the prior written consent of the Licensor (save for those signs or other notices as are required by statute);
- e. not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or to tenants or occupiers of the Building or the Site or any owner or occupier of neighbouring property;
- f. not to cause or permit to be caused any damage to:
  - (i) the Property, Building or Site or any neighbouring property; or
  - (ii) any property of the owners or occupiers of the Property, Building or Site or any neighbouring property;

- g. in the event of the Property being destroyed or materially damaged to give notice there of immediately to the Licensor stating (if possible) the cause of such destruction or damage;
- h. not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- i. not to apply for any planning permission in respect of the Property;
- j. not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property and Building and the Site from time to time;
- k. to comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- l. to observe and comply at all times with any by-laws regulations and directions that may from time to time be in force and to observe and comply with any rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Parts and to ensure that all employees and visitors are familiar with the same and to vacate the Property the Building and/or the Site immediately if so required;
- m. not to employ nor permit anyone on the Property without first obtaining the written approval of the Licensor or the Officer Commanding to such employee or person and not to permit any employee or person on the Site who shall be guilty of conduct which in the opinion of the Licensor or the Officer Commanding is prejudicial to the interests of the Licensor or who shall fail to observe any of the regulations or byelaws in force on the Site and it is IT IS HEREBY AGREED AND DECLARED between the parties hereto that the Licensor through his Officer Commanding may refuse access to the Property to any employee or visitor of the Licensee who he shall reasonably and properly deem a security risk or who has contravened the regulations from time to time in force in relation to the Site;

- n. to ensure that all employees servants and contractors of the Licensee and all visitors to the Property shall at all times when visiting the Property or entering upon the Site carry identification cards or badges and produce them on request to such person as the Licensor may from time to time require;
- o. to ensure that all vehicles of or connected with the Licensee are properly licensed and that all drivers of such vehicles have the current and appropriate driving and operating licence and insurance;
- p. not to permit guns to be taken on to the Property or the Site by the Licensee's employees workmen or contractors;
- q. not to take dogs onto the Property or the Site;
- r. not to erect any pole or mast (whether in connection with telegraphic telephonic radio or television communication or otherwise) or other matter or thing upon the Property;
- s. to use only approved radio frequencies or other approved systems of communication which have been approved for use by the Licensor and so as not to cause any interference with the Licensor's communication network or that at RAF Northolt;
- t. to furnish the Licensee's personnel or other persons authorised to enter the Property with written authority issued by the Licensee to be produced on request to the Licensor the Officer Commanding or other duly authorised agents;
- u. to comply with the insurance provisions in the Contract in so far as they relate to use and occupation of the Property;
- v. to permit the Licensor or his servants and agents for reasons of security to search any vehicles containers and other property owned by the Licensee or in its custody or control or belonging to or in the custody of the Licensee's servants or agents entering or on the Site;



- w. to ensure that at all times the Licensor has written notice of the names and addresses and telephone numbers of a focal point for all issues relating to the Property and at least one authorised keyholder of the Property;
- x. (If in the reasonable opinion of the Licensor any electrical or other equipment or appliance used installed on or in the Property under the provisions of this Licence might overload the electric or other wiring or cabling serving the Property or cause interference to any telecommunication system radio reception or transmission of or computer system installed by the Licensor or any other Minister of the Crown or Government Department) forthwith to rectify or reduce interference to the reasonable satisfaction of the Licensor or remove the equipment or appliance in question;
- y. to ensure that all equipment loose tools plant or materials in the Property are safe and secure when left unattended;
- z. not to bring upon or permit or suffer to be brought upon the Property any explosives or any materials or liquid of a specially combustible or inflammable nature or any explosives or any articles of a dangerous nature save as may be required for the Permitted Use;
- aa. not to make any claim against the Licensor in respect of any interference caused to any equipment on or transmissions to or from the Property or otherwise by or from the Estate or any equipment thereon or any use thereof;
- bb. not to pass into the Service Media or watercourses (if any) serving the Property or the Estate any noxious or deleterious effluent or other substance which may cause an obstruction in contaminate or injure the same;
- cc. not to take or allow to be taken any photographs of or within the Site;
- dd. to leave the Property in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Property at the end of the Licence Period;

ee. to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:

- (i) this licence;
- (ii) any breach of the Licensee's undertakings contained in Condition 3 of this licence; and/or
- (iii) the exercise of any rights given in Condition 2 of this licence;

ff. not to light fires on the Property or the Estate and to take all precautions to prevent the outbreak of fire and to comply with any requirements of the Licensor or any relevant competent authority or insurers in connection with fire prevention and fire fighting;

gg. to pay to the Licensor interest on the Licence Fee or other payments at the rate of four per cent per annum above the base rate of Barclays Bank plc from time to time calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other payments due under this licence within seven days of the due date (whether formally demanded or not).

#### **4. NOTICES OF A COMPETENT AUTHORITY**

Within seven days (or sooner if requisite having regard to the requirements of the same) of the receipt by the Licensee of any notice order requisition direction or plan given made or issued to or by a competent authority affecting the Property or the occupation or user thereof to supply a copy thereof to the Licensor and without delay to take all necessary steps to comply with the notice direction or order (notwithstanding that the same may not be enforceable against a Crown Body during a Crown Period) and unless the same shall be contrary to the interests of the Licensee at the request of the Licensor to make or join with the Licensor in making such objection or representation against or in respect of any notice direction order or proposal as the Licensor shall reasonably deem expedient.

#### **5. REQUIREMENTS OF ANY ACT OR COMPETENT AUTHORITY**

- 5.1 To comply in all respects with the provisions and requirements of any Acts and any other obligations imposed by law or by any byelaws applicable to the Property or in regard to the use or occupation of the Property or the Estate.
- 5.2 Without prejudice to the generality of Condition [5.1] of this licence not to do or omit in on under or near the Property any act or thing by reason of which the Licensor would or may under any Act (or might if the Act were binding on Crown Premises) incur have imposed upon him or become liable to pay any penalty damages compensation costs charges or expenses and to indemnify the Licensor against all claims demands actions proceedings costs charges expenses and liabilities in respect thereof
- 5.3 To comply with all requirements of the Environmental Laws and Pollution Control Legislation in respect of the Property and (without limitation) to obtain all necessary licences or consents from any relevant statutory regulatory body in so far as such licenses or consents may be necessary for the activities of the Licensee on the Property or the Estate PROVIDED THAT before making any application for any such licence or consent the Licensee will submit a copy of the application to the Licensor for approval ( such approval not to be unreasonably withheld or delayed) and will not implement any licence or consent unless and until the Licensor has approved it in writing and it is agreed that the Licensor will be entitled to withhold its approval if any licence or consent ( either specifically or on the general terms of the legislation under which it was granted) may contain conditions or provisions which will or may involve the Licensor or any owners or occupiers of the Property after the end of the Term in carrying out any clean up operations or remedial works on the Property or the Estate or otherwise incurring expenditure in order to obtain a release of the conditions under the licence or consent or acceptance of a surrender of the licence or consent by the relevant statutory authority unless any such clean-up operation or remedial works arise from any matter or thing done or omitted or carried out wholly for or on behalf of the Licensor or its predecessors in title whether during the Term or prior to or after the grant of this Licence in which case the Licensor will take full responsibility for any such clean-up operation or remedial works at its own cost.
- 5.4 To supply immediately the Licensor with copies of all notices directions reports or correspondence concerning and inform the Licensor immediately of any contamination of the Property or the Estate resulting from the Licensee's use of the Property or any leakage seepage explosion escape or accident whereby any proceedings might be taken or threatened under the Environmental Laws and/or Pollution Control Legislation and to take all actions or precautions required by such notice direction report or correspondence immediately and diligently complete them unless any such actions or precautions arise from any matter or thing done or omitted

or carried out wholly for or on behalf of the Licensor or its predecessors in title whether during the Term or prior to or after the grant of this Licence in which case the Licensor will take full responsibility for any such clean-up operation or remedial works at its own cost.

5.5 To take such immediate actions as may be appropriate or necessary so as to prevent any contamination occurring or continuing

## **6. TERMINATION**

6.1 This licence shall end on the earliest of:

- a. 31 March 2023
- b. the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in Condition 3 of this licence; and
- c. the expiry of not less than 20 Business Days' notice given by the Licensor to the Licensee or by the Licensee to the Licensor.

6.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

6.3 The Licensor may resume possession of the Property instantly in case of local or national emergency (whether declared or not) under Crown exemption. In the event of such closure all access to the Estate for any reason whatsoever will not be permitted.

6.4 Either party may terminate this Licence forthwith upon termination of the Contract (for whatever reason) by service of written notice on the other of them which termination

shall be without prejudice to rights of either party in relation to subsisting breaches of obligation.

## **7. NOTICES**

7.1 Any notice or other communication given under this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other Business Day delivery service to the relevant party as follows:

- a. to the Licensor at: the Defence Infrastructure Organisation, RAF Northolt, Room G3, Building 106, West End Rd, Ruislip HA4 6NG and marked for the attention of Senior Estates Facility Manager, EMSE (North) and to the Licensee at Centreline Av Limited, Bristol Airport Bristol BS48 3DP United Kingdom] and marked for the attention of Howard Povey or as otherwise specified by the relevant party by notice in writing to each other party.

7.2 Any notice or other communication given in accordance with Condition 7.1 of this licence will be deemed to have been received:

- a. if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or
- b. if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting.

7.3 A notice or other communication given under this licence shall not be validly given if sent by e-mail.

7.4 This Condition of this licence does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **8. NO WARRANTIES FOR USE OR CONDITION**

8.1 The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.

8.2 The Licensor gives no warranty that the Property is physically fit for the purposes specified in Condition 2 of this licence.

8.3 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in Condition 8.1 or Condition 8.2 of this licence.

8.4 Nothing in this Condition of this licence shall limit or exclude any liability for fraud.

## **9. LIMITATION OF LICENSOR'S LIABILITY**

9.1 Subject to Condition 9.2 of this licence, the Licensor is not liable for:

- a. the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or
- b. damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or
- c. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by Condition 2 of this licence.

9.2 Nothing in Condition 9.1 of this licence shall limit or exclude the Licensor's liability for:

- a. death or personal injury or damage to property caused by negligence on the part of the Licensors or its employees or agents; or
- b. any matter in respect of which it would be unlawful for the Licensors to exclude or restrict liability.

## 10. INDEMNITIES

10.1 To indemnify the Licensors against any claims proceedings or demands and the costs and expenses so incurred (except such as arise from the negligence or default or wrongful act of the Licensors or his servants or agents) which may be brought against the Licensors by any employees work-people agents licensees or visitors of the Licensors or of the Licensee in respect of any accident loss or damage whatever to person or property however caused and occurring in or upon the Property or the Estate and resulting from the Licensee's use and occupation of the Property and without prejudice to the generality of this sub-Condition of this licence to indemnify the Licensors against liability which the Licensors may incur for nuisance or negligence or breach of statutory duty under the Defective Premises Act 1972 on account of the condition of the Property or any part of them

10.2 Without prejudice to the foregoing to be responsible for and to make good or pay compensation for any damage or injury (whether or not fatal) to any person or property arising by reason of or which would not have occurred but for the grant of this Licence or anything done or purported to be done hereunder the Licensee including any damage or injury occasioned by the act or default of any agent or person acting on behalf of the Licensors (other than wilful reckless or negligent acts or defaults) and to keep the Crown and the Licensors fully and effectually indemnified against all costs charges expenses actions claims and demands in respect of any such damage or injury AND this indemnity shall extend and apply to all sums paid by the Crown or the Licensors so as to indemnify their servants against any claim made against them in respect of any such damage or injury and also to all sums payable (whether or not the payment thereof is legally enforceable) under any Statute Order Regulation Instruction Warrant or other Government provision to any officer servant or agent of the Crown or the personal representatives or dependents of any such person in respect of any such damage or injury PROVIDED ALWAYS that the Licensors may after consultation with and the consent of the Licensee (not to be unreasonably withheld or delayed) be at liberty to settle as he may think fit any such actions claims or demands by payment of such sum or sums as he in his discretion may consider reasonable and he may in his discretion after giving notice in writing to the Licensee cause any such damage to be made good and the expense incurred by

the Licensor in so doing or in making any such payment shall be repaid by the Licensee to the Licensor on demand PROVIDED NEVERTHELESS that the Licensee shall not be required to pay by way of indemnity any sum greater than that which would be reasonably payable in settlement having regard to the circumstances of the case ( it being agreed that an amount ascertainable under any Statute Order Regulation Instruction Warrant or other Government provision is a sum reasonably so payable) and in to the damages which might be recoverable at common law

- 10.3 To be responsible for and to keep the Licensor fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Licensor arising directly or indirectly out of:
- a. any act omission or negligence of the Licensee or any persons at the Property or the Estate expressly or implied with the Licensee's authority or
  - b. any breach or non-performance or non-observance by the Licensee of the covenants conditions or other provisions contained in this Licence or any of the matters to which this demise is subject
  - c. any damage to the Property or the Estate caused by any act default or negligence of the Licensee or any persons at the Property or on the Estate with the Licensee's authority

## **11. SUPPLY OF SERVICES**

All utilities including gas, water (including wastewater and sewage services) and electricity shall be provided without charge by the Licensor pursuant to its GFA obligations under the Contract, subject to use of such utilities by the Licensor being reasonable at all times.

## **12. CONTAMINATION**

- 12.1 In this Condition of this licence:



- a. "Environmental Claim" means any notice including without limitation a remediation notice claim or other communication alleging liability whether civil or criminal and whether actual or potential arising out of or resulting from pollution Contamination or any breach or alleged breach of any applicable Environmental Laws and/or Pollution Control Legislation and/or applicable Environmental Licence
- b. "Environmental Licence" means any permit licence authorisation consent or other approval required by any Environmental Law and "Environmental Licences" shall be construed accordingly

12.2 The Licensee hereby further covenants with the Licensors: -

- a. At the Licensee's own costs in all respects:
  - (i) to obtain all Environmental Licences required in respect of the Property or the use or occupation of the Property or any operations or activities carried on at the Property
  - (ii) to comply with the requirements conditions and provisions of all such Environmental Licences and to produce copies of all Environmental Licences to the Licensors
  - (iii) to comply with all Environmental Laws and Pollution Control Legislation and without prejudice to the generality of the foregoing to implement within the proper period of time prescribed all the requirements of any remediation or other notice comprising an Environmental Claim given in respect of the Property
  - (iv) not to cause contribute to or permit any Contamination
  - (v) to pay for and indemnify the Licensors against the costs and expenses (including all administrative costs and expenses) of all Clean Up Works required as a result of Contamination or Release caused contribution to or permitted by the Licensee or

any other person present on the Property or caused by or arising from the Permitted Use

- (vi) immediately upon becoming aware to provide the Licensors with details of any Contamination or Release caused by contributed to or permitted by the Licensee or any other person present on the Property or caused by or arising from the Permitted Use
- (vii) promptly to give full particulars to the Licensors of any actual or threatened Environmental Claim in respect of the Property

PROVIDED ALWAYS that any obligation on the part of the Licensee in relation to remediation or other works in connection with any Environmental Claim shall only apply in respect of any contamination caused or allowed to be caused by the Licensee or any employee contractor or invitee of the Licensee

12.3 No waiver whether express or implied of any breach by the Licensee of any of the provisions of the covenants contained in this Condition 12 of this licence is to affect the ability of the Licensors to enforce or take action or be entitled to an indemnity in respect of any other breach of any of the foregoing by the Licensee.

12.4 Each of the sub-Conditions in this Condition 12 of this licence is to be construed as a separate sub-Condition of this licence and if any one or more of the sub-Conditions of this licence is unenforceable as being against the public interest or unlawful or in any way unreasonable or otherwise unenforceable the remaining sub-Conditions of this licence are to continue to remain in full force and effect.

12.5 If any covenant contained in any of the sub-Conditions in this Condition 12 of this licence would be void as drawn but be valid if a period of application were imposed or if some part of the covenant were deleted the covenant in question is to apply with such modifications as may be necessary to make it valid and effective.

### 13. THE CONTRACT

The Licensor and the Licensee have entered into the Contract and where there is any conflict between the Contract and this Licence except as otherwise specified the provisions of the Contract shall prevail to the extent of that conflict.

#### **14. THIRD PARTY RIGHTS**

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

#### **15. GOVERNING LAW**

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

#### **16. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This licence has been entered into on the date stated at the beginning of it.

## The Schedule

### Rights granted to Licensee

1. The right for the Licensee to use:
  - 1.1 Such parts of the Common Parts on foot or with vehicles for the purpose of access to and egress from the Property as shall from time to time be designated by the Officer Commanding for such purpose.
  - 1.2 The Service Media serving the Property.
2. The right for the Licensee or other the crew of the said Aircraft to park their private motor vehicles in the long-stay car park for the Site when such Aircraft are operative together with the right for any maintenance staff to park as aforesaid during such times as any maintenance is being carried out to the said Aircraft.

Signed by [NAME OF SIGNATORY]

for and on behalf of THE SECRETARY OF STATE FOR DEFENCE







.....  
Director

Signed by [NAME OF DIRECTOR]

for and on behalf of [NAME OF LICENSEE] .....

Director

**Table 2 Buildings, Offices and Fitments for Contractor Use at RAF NHT**

RAF NHT			
Building No	Building Name	Notes	Diagram(s)
810	Southside Hangar 1 Complex	The Contractor will have use of the ground floor of hangar 1 including office space and storage facilities.	 A11-001 - TW123 - GF PLAN 1.pdf  A14_006_Hangar_1_Ground_Floor-O.pdf
810	Southside Hangar First Floor (Offices)	The Contractor will have use of the first-floor offices if required.	 A14_010_Hangar_1_First_Floor_(Offices).pdf
810	Southside Hangar 2 Complex	The Contractor will have use of hangar 2.	 A11-002 - TW123 - GF PLAN 2.pdf  A14_008_Hangar_2-O.pdf
813	OC32 Ops Building	The Contractor will have use of room(s) (TBA prior to IOC) within the OC32 Ops building if required	 A22_003_Ops_Building_Ground_Floor-O.pdf

## **Annex 11 to Schedule 3 - KPI 1 Payment Withhold / Release Example**

1. Any TPW will be released when for a period of 2 (two) consecutive months post the date of when a retained payment was incurred, the Contractor is able to demonstrate an unbroken level of service with no further payment retentions occurring. The table below illustrates how the retention and release mechanism will operate.
2. Where the Contractor's performance against the KPI has failed to provide an unbroken level of service with no further payment retentions occurring for a period of 2 (two) consecutive months post the date of when a retained payment was incurred, a Permanent Payment Retention (PPR) shall apply. The value of the PPR will equal the amount withheld as a TPW in the first month in which the PW occurred
3. Non-Variable price per ATL = £10,000 for illustrative purposes only.

Note: Table located on next page

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total
Required KPI Performance	48 ATLs	48 ATLs	48 ATLs	48 ATLs	48 ATLs	48 ATLs	48 ATLs	48 ATLs	48 ATLs	48 ATLs	48 ATLs	48 ATLs	576 ATLs
Actual KPI Performance	48 ATLs	46 ATLs	48 ATLs	48 ATLs	47 ATLs	46 ATLs	48 ATLs	48 ATLs	45 ATLs	44 ATLs	48 ATLs	48 ATLs	563 ATLs
Temporary Payment Withhold (as applicable)	N/A	£	N/A	N/A	£	£	N/A	N/A	£	£	N/A	N/A	£
Temporary Payment Withhold release				£				£				£	£
Permanent Payment Retention (PPR)						£				£			£
Total payment – Inclusive of (Non-Variable price per ATL) – Payment Withhold	£	£	£	£	£	£	£	£	£	£	£	£	£

## Annex 12 to Schedule 3 – TUPE Transfer Regulations

### PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY

#### 1. DEFINITIONS

1.1 In this Part 1 of Annex 12 to Schedule 3, 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, in this Part 1 of Annex 12 to Schedule 3 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;

**"Employing Sub-Contractor"** means any sub-contractor of the Contractor providing any part of the Services who is or is to be the employer of a Previous Contractor Employee;

**"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;

**"Previous Contractor"** means [insert details of any outgoing contractor. Ensure that any sub-contractors from whom employees may transfer are included];

**"Previous Contractor Employee"** means an employee of a Previous Contractor who immediately before the Relevant Transfer Date is assigned to carry out the services to be carried out by the Contractor or Sub-Contractor under this Contract and who has not been dismissed, resigned, been reassigned or objected to the Relevant Transfer;

**"Relevant Transfer"** means a transfer to the Contractor or an Employing Sub-Contractor of a Previous Contractor Employee pursuant to this Contract and the Transfer Regulations;

**"Relevant Transfer Date"** means the date on which a Relevant Transfer is effected for Previous Contractor Employees;



"**Relevant Statutory Scheme**" has the same meaning as in Regulation 8 of the Transfer Regulations;

"**Services**" shall have the meaning specified in [project team to complete];

"**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. **PREVIOUS CONTRACTOR EMPLOYEES**

### 2.1 **Employee Information**

2.1.1 No later than three months prior to the Relevant Transfer Date the Authority shall provide to the Contractor the information listed in Appendix 1 of this Part 1 of Annex 12 to Schedule 3 in respect of Previous Contractor Employees to the extent that such information has been provided to the Authority by the Previous Contractor.

2.1.2 The Authority shall provide the Contractor with any update to the information provided under paragraph 2.1.1 as soon as is reasonably practicable, to the extent that such information has been provided to the Authority by the Previous Contractor.

2.1.3 The Contractor shall provide any information provided to it by the Authority pursuant to paragraph 2.1.1 to an Employing Sub-Contractor within seven Business Days of receipt to the extent that such Previous Contractor Employees are to transfer to an Employing Sub-Contractor under a Relevant Transfer on the Relevant Transfer Date.

2.1.4 Paragraph 2.1.1 is subject to the Authority and any Previous Contractor's obligations in respect of the Data Protection Legislation and any data provided by the Authority in accordance with paragraph 2.1.1 shall be provided in anonymous form in order to enable its disclosure. To the extent anonymous data has been provided by the Authority pursuant to its obligations under Paragraph 2.1.1 above, the Authority shall provide full data no later than 28 days prior to the Relevant Transfer.

2.1.5 The Authority does not warrant the accuracy of the information provided under paragraph 2.1.1.

### 2.2 **Obligations in respect of Previous Contractor Employees**

2.2.1 The Contractor and the Authority acknowledge (and the Contractor shall procure that the Employing Sub-Contractor acknowledges) that the provision of the Services under this Contract will constitute a Relevant Transfer.

2.2.2 The Contractor agrees (and will procure that the Employing Sub-Contractor agrees) that from the Relevant Transfer Date the contracts of employment of any Previous Contractor Employees together with any collective agreements

(save insofar as such contracts and such agreements relate to benefits for old age, invalidity or survivors under any occupational pension scheme or otherwise do not transfer pursuant to regulation 4A of the Transfer Regulations) will take effect as if originally made between the Contractor or an Employing Sub-Contractor and the Previous Contractor Employees (or the relevant trade union, as the case may be) subject to any variations to such contracts of employment made pursuant to Regulation 9 of the Transfer Regulations, where applicable.

2.2.3 The Contractor agrees that it will comply with its obligations under sections 257 and 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005.

2.2.4 Save for any liabilities in respect of Previous Contractor Employees under a Relevant Statutory Scheme or Schemes, the Contractor or Employing Sub-Contractor (as the case may be) shall have responsibility for all emoluments and outgoings (including without limitation all wages, bonuses, commissions, payments in respect of holiday taken after the Relevant Transfer Date as appropriate, PAYE, national insurance contributions and contributions to retirement benefit schemes) in relation to the Previous Contractor Employees with effect from and including the Relevant Transfer Date and shall indemnify the Authority and the Previous Contractor in respect of the same.

## 2.3 Indemnities

2.3.1 The Contractor shall indemnify and hold harmless the Authority and any Previous Contractor against all demands, claims, liabilities, losses and damages, costs and expenses (including all interest, penalties, legal and other costs and expenses) together with any applicable Value Added and similar taxes or liability for deduction of PAYE tax properly incurred by the Authority or any Previous Contractor arising out of or in connection with:

- (a) any breach by the Contractor and/or any Employing Sub-Contractor of their obligations under Regulation 13 of the Transfer Regulations;
- (b) any act or proposal by the Contractor or any Employing Sub-Contractor prior to or following the Relevant Transfer Date which amounts to a repudiatory breach of contract as referred to in Regulation 4(11) of the Transfer Regulations and/or to make a substantial change in working conditions of any Previous Contractor Employee to the material detriment of that employee. For the purposes of this sub-clause the expressions “repudiatory breach”, “substantial change” and “material detriment” shall have the same meanings as for the purposes of Regulation 4(9) and 4(11) of the Transfer Regulations; and

- (c) any collective agreement or any arrangement with any trade union or staff association after the Relevant Transfer Date.
- (d) Any variations or proposed variations to any Previous Contractor Employee's terms and conditions of employment pursuant to regulations 4(5) and 4(5B).

3. **GENERAL PROVISIONS APPLICABLE TO PREVIOUS CONTRACTOR EMPLOYEES AND CONTRACTOR PERSONNEL**

3.1 **Contractor Indemnity**

- 3.1.1 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 the employment or termination of employment by the Contractor or any Employing Sub-Contractor of any person (including the Previous Contractor Employees) engaged in connection with the provision of the Services during the term of this Agreement.

3.2 **Post Transfer Reporting**

- 3.2.1 The Contractor shall upon request by the Authority provide (or shall procure that an Employing Sub-Contractor shall provide) the Authority with the following information in respect of the employees who are wholly or mainly employed, assigned or engaged in providing the Services:
- (a) any proposed, agreed or imposed changes to terms and conditions of service;
  - (b) disputes relating to compliance with the Transfer Regulations which are regarded as unresolved by a recognised Trade Union;
  - (c) any court action or tribunal proceedings relating to compliance with the Transfer Regulations;
  - (d) completed court action or tribunal proceedings relating to compliance with the Transfer Regulations; and
  - (e) out of court settlements relating to compliance with the Transfer Regulations if possible having regard to the wording of the settlement.

**PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT****PART A**

1. Pursuant to paragraph 2.1.1 of this Part 1 of Annex 12 to Schedule 3, 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) 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 on going.

**1.6 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**

**1.7 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.

## PART 2 – STAFF TRANSFER ARRANGEMENTS ON EXIT

### 1. DEFINITIONS

1.1 In this Part 2 of Annex 12 to Schedule 3, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) or Part 1 of this Annex 12 to Schedule 3 of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) or Part 1 of this Annex 12 to Schedule 3 of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract or, Part 1 of this Annex 12 to Schedule 3, in this Part 2 of Annex 12 to Schedule 3, unless the context otherwise requires:

**"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;

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

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

**"Subsequent 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 one year preceding the termination, partial termination or Expiry of this Contract or a potential Subsequent 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 Part 2 of this Annex 12 to Schedule 3 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 Subsequent Relevant Transfer;
  - (c) provide the information promptly and in any event not later than one month 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 Subsequent 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 Part 2 of this of this Annex 12 to Schedule 3 (Personnel Information) relating to the Subsequent 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 Subsequent 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 Subsequent Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 of Part 2 of this Annex 12 to Schedule 3 (Personnel



Information) relating to the Subsequent Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Subsequent Transfer Date.

- 2.1.4 Within 14 days following the relevant Subsequent 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 Annex 12 to Schedule 3 in respect of Subsequent Transferring Employees.
- 2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Part 2 of Annex 12 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 Subsequent 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 2.1.5 of this of this Part 2 of Annex 12 to Schedule 3.

- 2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Part 2 of Annex 12 to Schedule 3 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 of this Annex 12 to Schedule 3 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 Subsequent 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 Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent 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 Subsequent 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 Subsequent Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected Subsequent 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 Subsequent 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 Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
- (b) if the Unexpected Subsequent 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 Subsequent 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 Subsequent 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 Subsequent Transferring Employee's claim or allegation:
  - (i) any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent 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 Subsequent Transferring Employee;
  - (iii) any liabilities relating to the termination of the Unexpected Subsequent 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 Subsequent 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 Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent 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 Subsequent 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 Subsequent 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 Subsequent 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 Subsequent Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Subsequent 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 Subsequent 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 Subsequent Transferring Employee at any time on or after the Subsequent 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 Subsequent 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 Subsequent 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 Subsequent 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 Subsequent 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 Subsequent 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 Subsequent Transfer Date to the working conditions of any Subsequent Transferring Employee to the material detriment of any such Subsequent 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 Annex 12 to Schedule 3 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 Part 2 of this Annex 12 to Schedule 3, 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 ERNIC 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 of this Annex 12 to Schedule 3 should not identify an individual employee by name or other unique personal identifier

unless such information is being provided 28 days prior to the Subsequent 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 of this Annex 12 to Schedule 3.



**PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT****Part A**

1. Pursuant to paragraph 2.1.2 of this Part 2 of Annex 12 to Schedule 3, 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
- ki 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 Subsequent 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 Subsequent Transfer Date:

#### 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;

#### 1.7.2 Superannuation and Pay

- a) Cumulative pay for tax and pension purposes;
  - b) Cumulative tax paid;
  - c) National Insurance Number;
  - d) National Insurance contribution rate;
  - e) Other payments or deductions being made for statutory reasons;
  - f) Any other voluntary deductions from pay;
-

# Annex 13 to Schedule 3 - Task Authorisation Form for Emergent Work

## PART A – TASK DEFINITION

### Section 1: Description of Task.

<b>Task Serial N°:</b>	[Task N°]	<b>Revision:</b>	[Doc Ver]	<b>Date:</b>	[Comments]
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<b>TITLE</b>	[Title]
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#### Background

#### Task requirement

Quotation to be submitted by HH:MM DD/MM/YY

This section is to identify:

Availability if altered from Terms and Conditions

Deliverables. The fundamental deliverable(s). If deployed for a period of time a level of availability specific to the deployment. This shall include reference to those DEFCONS (e.g. DEFCON 127 \_ Pricing of Emergent Work) and Quality Standards that are applicable to emergent work only.

Additional constraints. The terms and conditions of the Contract shall apply. This section shall identify any policy or regulation that the Contractor is obliged to comply with if not currently identified in the Contract. Reference to be made to any relevant Standing Orders and Reporting procedures particularly if different to those at the RAF NHT

Opportunities. Any issues that the Contractor is not obliged to comply and are currently identified in the Contract for example a lower level of availability or compliance with a technical standard or Condition of Contract.

### Section 2: Authorisation for the Task.

<u>Project</u>	TITLE	SIGNATURE
Task requirement issued by the Authority		
		Date:
<u>Commercial</u>	TITLE	SIGNATURE
Task requirement issued by the Authority		
		Date:

<b>Task Serial N°:</b>	<b>[Task N°]</b>	<b>Revision:</b>	<b>[Doc Ver]</b>	<b>Date:</b>	<b>[Comments]</b>
<b>TITLE</b>					

**PART B - CONTRACTOR'S QUOTATION****Section 1: Scope of Task.**

Specific Tasks as defined hereunder shall be undertaken in accordance with the Terms and Conditions applicable to Contract C17CSAE/ 701712461.

**Task Response****Dependencies/Opportunities****Proposed timescales****Firm Price (including full breakdown using rates detailed with Pricing Tables to the SoR):**

£

Milestone payments will only be considered for quotations greater than £250K in value and duration greater than 30 days.

**Quotation valid until: HH:MM DD:MM: YY**

**Section 2: Contractor Authorisation.**

	<b>TITLE</b>	<b>SIGNATURE</b>
<b>Authorised on behalf of the Contractor</b>		
		Date:

<b>Task Serial N°:</b>	[Task N°]	<b>Revision:</b>	[Doc Ver]	<b>Date:</b>	[Comments]
<b>TITLE</b>					

**PART C - AUTHORITY AUTHORISATION****Section 1: Authorisation.**1a. Task Approval

<u>Project</u>	<b>TITLE</b>	<b>SIGNATURE</b>
<b>Task requirement signed on behalf of the Authority</b>		
		Date:

<u>Commercial</u>	<b>TITLE</b>	<b>SIGNATURE</b>
<b>Task requirement signed on behalf of the Authority</b>		
		Date:

<b>Task Serial N°:</b>	[Task N°]	<b>Revision:</b>	[Doc Ver]	<b>Date:</b>	[Comments]
<b>TITLE</b>					

**PART D - COMPLETION OF TASK**

	<b>TITLE</b>	<b>SIGNATURE</b>
<b>Signed on behalf of the Contractor to confirm the Task has been completed.</b>		
		Date:

	<b>TITLE</b>	<b>SIGNATURE</b>
<b>Signed on behalf of the Authority to confirm the Task has been completed.</b>		
		Date:

## **Annex 14 to Schedule 3 – Obsolescence Management Plan**

Note: The Contractors Obsolescence Management Plan deliverable at CED + 3 Months shall be inserted here upon acceptance by the Authority.



## Annex 15 to Schedule 3 - Required Insurances

### Third Party Public and (Non-Aviation) Products Liability Insurance

#### 1.1 Insured

Contractor

#### 1.2 Interest

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay, whether contractually or otherwise as damages, including claimant's costs and expenses, in respect of accidental:

1.2.1 death or bodily injury to or sickness, illness or disease contracted by any person;

1.2.2 loss of or damage to property;

happening during the Period of Insurance and arising out of or in connection with the Contract.

#### 1.3 Limit of Indemnity

Not less than [twenty million pounds (£20,000,000)] in respect of any one occurrence, the number of occurrences being unlimited, but [twenty million pounds (£20,000,000)] any one occurrence and in the aggregate per annum in respect of products and pollution liability.

#### 1.4 Territorial Limits

United Kingdom

#### 1.5 Period of Insurance

From the date of this Contract for the duration of the Contract and renewable on an annual basis unless agreed otherwise.

#### 1.6 Cover Features and Extensions

1.6.1 Indemnity to principals Condition.

1.6.2 Legal defence costs

1.6.3 Contingent motor liability

#### 1.7 Principal Exclusions

1.7.1 War and related perils.

1.7.2 Nuclear and radioactive risks.

1.7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

1.7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.

1.7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any Contract entered into by the Insured.

1.7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

1.7.7 Liability arising from the ownership, possession or use of any Aircraft or marine vessel.

1.7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

**1.8 Maximum Deductible**

Not to exceed £0.00 in respect of property damage and injury to third parties; and £15,000.00 in respect of damage to Aircraft for each and every third-party property damage claim (personal injury claims to be paid in full).

**2. Hangar keepers Liability, Aviation Third Party Liability and Aviation Products Liability Insurance**

**2.1 Insured**

Contractor

**2.2 Interest**

[Excluding any indemnity or limitation upon claims in respect of aviation products as set out in DEFCON 684] to indemnify the Insured's legal liability arising out of

2.2.1 death, or bodily injury, illness, disease contracted by any person;

2.2.2 loss of or damage to property happening during the Period of Insurance and arising out of or in connection with the Contract excluding legal liability in respect of non-aviation liability coverage specified in paragraph 1, Third Party Public and (Non-Aviation) Products Liability Insurance of this Annex 15 to Schedule 3, Required Insurances.

**2.3 Limit of Indemnity**

Not less than a combined single limit for bodily injury and property damage, [two hundred and fifty million Pounds (£250,000,000)] any one occurrence the number of occurrences being unlimited but in the annual aggregate in respect of aviation product liability.

**2.4 Territorial Limits**

Worldwide

**2.5 Period of Insurance**

From the date the relevant risk commences and for the duration of the Contract and renewable on an annual basis unless agreed otherwise.

**2.6 Cover Features and Extensions**

2.7.1 Supplementary payments Condition (AVN76).

2.7.2 Property in the care, custody and control of the Contractor.

2.7.3 Personal Injury Extension AVN60A.

2.7.4 Contracts (Rights of Third Parties) Act 1999 Exclusion Condition AVN 72.

**2.7 Principal Exclusions**

2.8.1 Asbestos Exclusion Condition 2488AGM00003.

2.8.2 Date Recognition Exclusion Condition AVN 2000A.

2.8.3 Nuclear Risks Exclusion Condition AVN 38B.

2.8.4 Noise and Pollution and Other Perils Exclusion Condition AVN 46B.

2.8.5 War, hijacking and other perils exclusion Condition (AVN48B).

**2.8 Maximum Deductible**

In respect of property damage claims under the hangar keeper's liability section of the policy, a maximum of not to exceed £0.00 in respect of property damage and injury to third parties; and £15,000.00 in respect of damage to Aircraft of the total reinstatement or replacement value of the property. Otherwise, not to exceed £15,000.00 each and every claim.

**3. Property Damage "All Risks" Insurance**

**3.1 Insureds**

3.1.1 The Contractor

3.1.2 The Authority

each for their respective rights and interests.

**3.2 Insured Property**

All Issued Property and Articles for which the Contractor is responsible in connection with the Contract.

**3.3 Coverage**

"All risks" of physical loss or damage to the Insured Property from any cause not excluded.

**3.4 Sum Insured**

At all times an amount not less than the total reinstatement or replacement value of the Insured Property.

**3.5 Maximum Deductible**

Not to exceed £250.00 for each and claim.

**3.6 Territorial Limits**

United Kingdom

**3.7 Period of Insurance**

From the date the relevant risk commences and for the duration of the Contract and renewable on an annual basis unless agreed otherwise.

**3.8 Cover Features & Extensions**

3.8.1 Terrorism.

3.8.2 Automatic reinstatement of sum insured.

3.8.3 Multiple insured, non-vitiation, waiver of subrogation and notification of cancellation.

**3.9 Principal Exclusions**

3.9.1 War and related perils.

3.9.2 Nuclear/radioactive risks.

3.9.3 Pressure waves caused by Aircraft and other aerial devices travelling at sonic or supersonic speeds.

3.9.4 Wear, tear and gradual deterioration.

3.9.5 Consequential financial losses.

3.9.6 Cyber risks.

4 **United Kingdom compulsory insurances**

- 4.1 The Contractor is required to meet its United Kingdom and all other statutory insurance obligations in full. Insurances are required to comply with all statutory requirements including, but not limited to, United Kingdom employers' liability insurance and motor third party liability insurance.
- 4.2 The insurance, employers' liability insurance shall contain an indemnity to principals Condition under which the Authority shall be indemnified in respect of claims made against the Authority arising from the acts or omissions or the performance by the Contractor under this Contract.
- 4.3 Where relevant, motor third party airside liability insurance with a limit of indemnity of not less than fifty million pounds (£50,000,000) in respect of any one occurrence the number of occurrences being unlimited in any annual period of insurance in respect of any relevant claims associated with the Contract.

## **Annex 16 to Schedule 3 – Joint Exit Management Plan**

Note: The Joint Exit Management Plan deliverable at CED + 3 Months shall be inserted here upon acceptance by the Authority.

## **Annex 17 to Schedule 3- Contractor's Communication Plan**

**Note: The Contractor's Communication Plan deliverable at CED + 20 Days shall be inserted here upon acceptance by the Authority.**

## Annex 18 to Schedule 3- Contractors Commercially Sensitive Information Form

<b>Contract Ref No: C17CSAE/70171461</b>
<b>Description of Tenderer's Commercially Sensitive Information: NIL return</b>
<b>Cross Reference(s) to location of sensitive information in Tender: N/A</b>
<b>Explanation of sensitivity: N/A</b>
<b>Details of potential harm resulting from disclosure: N/A</b>
<b>Period of Confidence (if applicable): N/A</b>
<b>Contact Details for Transparency / Freedom of Information matters:</b> <b>Name: Angus Paterson</b> <b>Position: Chief Operating Officer</b> <b>Address: Centerline AV Limited, Bristol Airport, Bristol, BS48 3DP</b> <b>Telephone Number: 0117 450 2760</b> <b>Email Address: gus@pasl.aero</b>

## Annex 19 to Schedule 3 – Timber and Wood - Derived Products Supplied under the Contract (DEFFORM 691A)

The following information is provided in respect of clause 10 of DEFCON 691:

Schedule of Requirements item and timber product type	Volume of timber delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber delivered to the Authority with other evidence	Volume (as delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber delivered to the Authority under the Contract
Item 1 Aircraft			<100kg of oak and walnut thin veneer from sustainable sources	<100kg



## **Annex 20 to Schedule 3 – Master Data Assumptions List (MDAL)**

A = Assumption, E = Exclusion, L = Limitation





## **Annex 21 to Schedule 3 – Social Value**

1. The Contractor shall implement Social Value under this Contract to the full extent, and in the method that it is described in the Contractors' commitments below:



## **Annex 22 to Schedule 3 – Placement Details**

### **“APPENDIX 1 TO ANNEX G TO CHAPTER 5 JSP 755”**

#### **PLACEMENT DETAILS**

PLACEMENT PERIOD: 1 Apr 22 to 31 Mar 24

JOB DESCRIPTION: XX Aircraft First Officer/cabin crew for XX.

DUTIES: Operate XX Aircraft for global air transport in support of Defence Tasking.

1. The individual's primary task is to fulfil the role of a First Officer/cabin crew operating the XX Aircraft for the placement period. They are available 24/7 at reasonable notice in support of Defence Tasking iaw agreed Contract.
2. In addition to 6 weeks annual leave the individual will be required for additional periods to perform routine military administrative tasks and duties e.g. annual fitness test. These will be by prior arrangement and worked around their flying roster.
3. {further paragraphs A/R agreed between contractor and post sponsor}

## **Annex 23 to Schedule 3 – Daily State Sheet Template**

The Daily State Sheet Template will be inserted here prior to IOC.