



# Ministry of Defence

## Air Commercial Team

**Contract No: 704227457**

**For: Provision of Statutory Pressure Inspection and  
Maintenance at HMS Sultan**

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

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**Contractor Name and address:**

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## Standardised Contracting Terms SC1B (Edn 10/22)

### Definitions - In the Contract:

**Articles** means, in relation to Clause 9 and Schedule 3 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

**The Authority** means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

**Business Day** means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

**Contract** means the agreement concluded between the Authority and the Contractor, including all terms and conditions, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

**Contractor** means the person, firm or company specified as such in 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;

**Contractor Deliverables** means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

**Effective Date of Contract** means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

**Firm Price** means a price excluding Value Added Tax (VAT) which is not subject to variation;

**Government Furnished Assets (GFA)** is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

**Hazardous Contractor Deliverable** means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

**Issued Property** means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

**Legislation** means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

**Mixture** means a mixture or solution composed of two or more substances;

**Notices** means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

**Parties** means the Contractor and the Authority, and Party shall be construed accordingly;

**PPT means** a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021;

**PPT Legislation** means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

**Plastic Packaging Component(s)** shall have the same meaning as set out in Part 2 of the

Finance Act 2021 together with any associated secondary legislation;

**Sensitive Information** means the information listed as such in Schedule 4, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

**Substance** means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to this Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

## **2 General**

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
  - (1) the terms and conditions;
  - (2) the schedules; and
  - (3) the documents expressly referred to in the agreement.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

## **3 Application of Conditions**

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

## **4 Disclosure of Information**

Information received or in connection with the Contract shall be managed in accordance with

DEFCON 531 (SC1) and Clause 5.

## **5 Transparency**

- a. Notwithstanding an other condition of this Contract, including 531 (SC1), the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.
- d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:
  - (1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR , for the avoidance of doubt, including the Sensitive Information.
  - (2) taking into account the Sensitive Information set out in Schedule 4, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and
  - (3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

## **6 Notices**

- a. A Notice served under the Contract shall be:
  - (1) in writing in the English Language;
  - (2) authenticated by signature or such other method as may be agreed between the Parties;
  - (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
  - (4) marked with the number of the Contract; and
  - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.
- b. Notices shall be deemed to have been received:
  - (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
  - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in

the case of airmail) after the day of posting;

(3) if sent by facsimile or electronic means:

(a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

## **7 Intellectual Property**

a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.

b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.

c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

### **Notification of Intellectual Property Rights (IPR) Restrictions**

d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 20, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):

(1) DEFCON 15 - including notification of any self-standing background Intellectual Property;

(2) DEFCON 90 - including copyright material supplied under clause 5;

(3) DEFCON 91 - limitations of Deliverable Software under clause 3b;

e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5.

f. Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

## **8 Supply of Contractor Deliverables and Quality Assurance**

a. This Contract comes into effect on the Effective Date of Contract.

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.

c. The Contractor shall ensure that the Contractor Deliverables:

- (1) correspond with the specification;
  - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
  - (3) comply with any applicable Quality Assurance Requirements specified in the Contract.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

## **9 Supply of Hazardous Contractor Deliverables**

- a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:
- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain hazardous Substances, Mixtures or Articles; and
  - (2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
  - (3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
  - (4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance.
- c. For substances, Mixtures or Articles that meet the criteria list in clause 9.b above:
- (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in Schedule 3; and
  - (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:
- (1) activity; and
  - (2) the substance and form (including any isotope).

f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.

g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 18 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 18.

h. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

## **10 Delivery / Collection**

a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

## **11 Marking of Contractor Deliverables**

a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.

b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

c. The marking shall include any serial numbers allocated to the Contractor Deliverable.

d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

## **12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)**

a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:

- (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;

- (2) the International Maritime Dangerous Goods (IMDG) Code;
  - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
  - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

### **13 Plastic Packaging Tax**

- a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
- b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
- c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.
- d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.
- e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.
- f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:
  - (1) confirmation of the tax status of any Plastic Packaging Component;
  - (2) documents to confirm that PPT has been properly accounted for;
  - (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
  - (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.
- g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 13.f above is accurate.
- h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
- i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

### **14 Progress Monitoring, Meetings and Reports**

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are



suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

## **15 Payment**

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 15b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 15a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 15b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 15c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority 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 this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

## **16 Dispute Resolution**

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 16.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

## **17 Termination for Corrupt Gifts**

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
  - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
  - (2) commits or has committed any prohibited act or any offence under the Bribery Act

2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

(3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract under Clause 17.a. the Authority shall:

(1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;

(2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

(a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;

(b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

c. Where the Contract has been terminated under Clause 17.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

## **18 Material Breach**

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of their obligations under the Contract. Where the Authority has terminated the Contract under Clause 18 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

## **19 Insolvency**

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

## **20 Limitation of Contractor's Liability**

a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

(1) for:

a. any liquidated damages (to the extent expressly provided for under this Contract);

b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);

c. any interest payable in relation to the late payment of any sum due and

- payable by the Contractor to the Authority under this Contract;
- d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
- (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
- (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
- (4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;
- (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
- 6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or(7) for any other liability which cannot be limited or excluded under general (including statute and common) law
- .c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

## **Project specific DEFCONs and DEFCON SC variants that apply to this Contract:**

**DEFCON 076 (SC1)** (Edition 11/22) Contractor's Personnel at Government Establishments

**DEFCON 503 (SC1)** (Edn. 06/22) - Formal Amendments To Contract

**DEFCON 532A** (Edn. 05/22) -Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

**DEFCON 534** (Edn. 06/21) - Subcontracting and Prompt Payment

**DEFCON 538** (Edn. 06/02) – Severability

**DEFCON 539** (Edn 01/22) - Transparency

**DEFCON 566** (Edn. 12/18) - Change of Control of Contractor

**DEFCON 602B** (Edn. 12/06) – Quality Assurance (Without Deliverable Quality Plan)

**DEFCON 630 (SC1)** (Edn. 12/16) - Framework Agreements

## **General Conditions**

### **Third Party IPR Authorisation**

AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

## **The processes that apply to this Contract are:**

No inspections or maintenance are to be carried out without the express approval of the relevant section within HMS Sultan.

DSMarE-M3 Ship Services-Sect Officer and Sul Business Development Officer will liaise with the supplier in order to confirm the requirements of the contract years scope of examinations, and mutually agree provisional dates when examinations shall take place.

The Authority's representatives will consult and confirm with the supplier the date of the examination and to whom the Supplier is to report daily.

Supplier personnel must ensure they adhere to the site access requirements as detailed at serial A.5 & A.8 in the Statement of Requirements. The supplier is to contact the Contract/Project Manager, whose details can be found in DEFFORM 111, to begin this process.

In accordance with DEFCON 630 Framework Agreements, the quantities referred to in the Schedule of Requirements are estimates only. The Authority may order less than the estimated quantities and shall not be bound to place orders or tasks for any of the Contractor Deliverables referred to in the SOR. The Authority shall not be bound to accept or pay for any Contractor deliverables other than those actually ordered and / or authorised under the terms.

Due to inflationary pressures predicted in the UK over the coming months and years we are only asking you to provide two years firm pricing for the contract. Years 3 and 4 will again be firm but will be negotiated 3 months prior to the end of contract year 2. The Authority will contact the supplier 3 months before the end of contract year 2. The supplier will be provided with a copy of Schedule 2 to complete Tables 1 and 2 with their Firm Prices for years 3 and 4 for acceptance by the Authority.

## **Payment**

All payments will be processed via the MOD e-payment platform CP&F and Exostar within 30 days of submission of a valid invoice after works have been completed. If the supplier does not have an Exostar account, one will be initiated on their behalf by Defence Business Services. The Exostar account will belong to the supplier and will be their responsible to manage. Invoices should be submitted on completion of the service required, invoice will be paid in full within 30 days as long as the invoice has been submitted correctly.

## **Quality Assurance Conditions**

### **No Specific QMS**

No Specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming Products under this Contract.

No Deliverable Quality Plan is required reference DEFCON 602B 12/06.

## Offer and Acceptance

### Offer and Acceptance

#### Contract 704227457 for the Provision of Statutory Pressure Inspection and Pressure Maintenance

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

#### For and on behalf of the Contractor:

Name and Title	Peter Beckett Managing Director, Maxaura Ltd.
Signature	REDACTED
Date	17 <sup>th</sup> August 2023

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

Name and Title	Karen Wiley Air Comrcl Proc Snr Off 5
Signature	REDACTED
Date	18 <sup>th</sup> August 2023

## SC1B Schedules

### Schedule 1 - Additional Definitions of Contract Article

means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition.

#### Articles

means (except in relation to Schedule 10) 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. **(This definition only applies when DEFCONs are added to these Conditions);**

#### Authority

means the Secretary of State for Defence acting on behalf of the Crown;

#### Authority's Representative(s)

shall be those person(s) defined in Schedule 3 (Contract Data Sheet) 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;

#### Business Day

means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

#### Central Government Body

a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- a. Government Department;
- b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- c. Non-Ministerial Department; or

d. Executive Agency;

<b>Collect</b>	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;
<b>Commercial Packaging</b>	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
<b>Conditions</b>	means the terms and conditions set out in this document;
<b>Consignee</b>	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) 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 Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
<b>Contract</b>	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 ( Formal Amendments to the Contract);
<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>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>Contractor Commercially Sensitive Information</b>	means the Information listed in the completed



Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

**Contractor Deliverables**

means the 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;

**Control**

means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:

- a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
- b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;

and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;

**CPET**

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;

**Crown Use**

in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;

**Dangerous Goods**

means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:

- a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
- b. European Agreement Concerning the International Carriage of Dangerous Goods by

	<p>Road (ADR);</p> <p>c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);</p> <p>d. International Maritime Dangerous Goods (IMDG) Code;</p> <p>e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;</p> <p>f. International Air Transport Association (IATA) Dangerous Goods Regulations.</p>
<b>DBS Finance</b>	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
<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>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>Deliver</b>	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;
<b>Delivery Date</b>	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
<b>Denomination of Quantity (D of Q)</b>	means the quantity or measure by which an item of material is managed;
<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 Schedule 3 (Contract Data Sheet);
<b>Effective Date of Contract</b>	means the date upon which both Parties have signed the Contract;

**Evidence**

means either:

- a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or
- b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;

**Firm Price**

means a price (excluding VAT) which is not subject to variation;

**FLEGT**

means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;

**Government Furnished Assets (GFA)**

is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

**Hazardous Contractor Deliverable**

means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

**Independent Verification**

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";

**Information**

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;

**Issued Property**

means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

<b>Legal and Sustainable</b>	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
<b>Legislation</b>	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;
<b>Military Level Packaging (MLP)</b>	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
<b>Military Packager Approval Scheme (MPAS)</b>	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
<b>Military Packaging Level (MPL)</b>	shall have the meaning described in Def Stan 81-041 (Part 1);
<b>MPAS Registered Organisation</b>	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
<b>MPAS Certificated Designer</b>	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
<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>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>Overseas</b>	shall mean non UK or foreign;
<b>Packaging</b>	<p>Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user;</p> <p>Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;</p>
<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 A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
<b>Parties</b>	means the Contractor and the Authority, and Party shall be construed accordingly.
<b>Plastic Packaging Components</b>	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation
<b>PPT</b>	means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;
<b>PPT Legislation</b>	means the legislative provisions set out in Part 2 and Schedule 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;
<b>Primary Packaging Quantity(PPQ)</b>	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
<b>Publishable Performance Information</b>	means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and

which shall not constitute Sensitive Information

**Recycled Timber**

means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure.

Recycled Timber covers:

- a. pre-consumer reclaimed wood and wood fibre and industrial by-products;
  - b. post-consumer reclaimed wood and wood fibre, and driftwood;
  - c. reclaimed timber abandoned or confiscated at least ten years previously;
- it excludes sawmill co-products;

**Safety Data Sheet**

has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);

**Schedule of Requirements**

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;

**Sensitive Information**

means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

**Short-Rotation Coppice**

means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;

**Specification**

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>STANAG4329</b>	means the publication NATO Standard Bar Code Symbolologies which can be sourced at <a href="https://www.dstan.mod.uk/faqs.html">https://www.dstan.mod.uk/faqs.html</a> ;
<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>Substance</b>	means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition
<b>Timber and Wood-Derived Products</b>	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
<b>Transparency Information</b>	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information and details of any payments made by the Authority to the Contractor under the Contract;
<b>Virgin Timber</b>	means Timber and Wood-Derived Products that do not include Recycled Timber

**SCHEDULE 2 – SCHEDULE OF REQUIREMENTS FOR 704227457- STATUTORY PRESSURE INSPECTION AND PRESSURE MAINTENANCE – SECTION 1**

Table 1: Inspection

System Type.	WSE Reference.	Firm Price (£) Ex VAT		Firm Price TBC (£) Ex VAT	
		01 September 2023 – 31 August 2024	01 September 2024 – 31 August 2025	01 September 2025 – 31 August 2026	01 September 2026 – 31 August 2027
H.P. Compressed Air	93/12/824 Watt Hanger	REDACTED	REDACTED		
L.P. Compressed Air	93/12/866 Watt Hangar	REDACTED	REDACTED		
Steam	15/01/4064 Watt Hangar	REDACTED	REDACTED		
Steering Gear	NSEP 4441B Watt Hangar	REDACTED	REDACTED		
System 1 Carbon Dioxide Fire Protection	06/08/3310 Watt Hangar	REDACTED	REDACTED		
System 2 Carbon Dioxide Fire Protection	06/08/3311 Watt Hangar	REDACTED	REDACTED		
L.P. Compressed Air	96/03/2637 Air Engineering School – F Block (Power Pen)	REDACTED	REDACTED		
Nitrogen	96/06/2638 Air Engineering School - Room F17	REDACTED	REDACTED		
Compressed Air	94/06/2059 Allied Trades 1 & 2	REDACTED	REDACTED		



<b>System Type.</b>	<b>WSE Reference.</b>	<b>Firm Price (£) Ex VAT</b>		<b>Firm Price TBC (£) Ex VAT</b>	
Acetylene	01/02/2989 Allied Trades 2	REDACTED	REDACTED		
Argon	99/02/2898 Allied Trades 2	REDACTED	REDACTED		
Argoshield	99/02/2899 Allied Trades 2	REDACTED	REDACTED		
Oxygen	01/02/2988 Allied Trades 2	REDACTED	REDACTED		
Compressed Air	00/04/2954 Brunel Laboratory	REDACTED	REDACTED		
L.P. Compressed Air	94/06/2084 Building 20, Steam Lorry Workshop	REDACTED	REDACTED		
L.P. Compressed Air	94/06/2060 Car Club Fort Grange Building 25	REDACTED	REDACTED		
L.P. Compressed Air	96/04/2659 Cockerell Hangar	REDACTED	REDACTED		
Nitrogen / Carbon Dioxide	97/02/2740 Daedalus C Block	REDACTED	REDACTED		
L.P. Compressed Air	07/10/3384 Faraday Block	REDACTED	REDACTED		
L.P. Compressed Air	07/09/3370 Machine Shop	REDACTED	REDACTED		
Upper Deck Hydraulics	MD 4441A Morrell Block	REDACTED	REDACTED		
H.P. Compressed Air	94/05/2029 Morrell Block	REDACTED	REDACTED		

<b>System Type.</b>	<b>WSE Reference.</b>	<b>Firm Price (£) Ex VAT</b>		<b>Firm Price TBC (£) Ex VAT</b>	
Refrigeration - Vanguard	04/04/3172 Morrell Block	REDACTED	REDACTED		
Refrigeration, Type 23 Air Conditioning	03/04/3101 Morrell Block	REDACTED	REDACTED		
T45 Chilled Water Plant System	15/11/4195 Morrell Block	REDACTED	REDACTED		
Vanguard LifeX Chilled Water Plant	18/02/4625 Morrell Block	REDACTED	REDACTED		
L.P. Compressed Air	96/03/2639 Newcomen Hangar	REDACTED	REDACTED		
L.P. Compressed Air	03/04/3100 Room C113, C Wing, Daedalus Block	REDACTED	REDACTED		
L.P. Compressed Air	07/09/3383 Rutherford Block	REDACTED	REDACTED		
H.P. Compressed Air	93/12/825 Spey Cell	REDACTED	REDACTED		
L.P. Compressed Air	96/04/2661 Stephenson Hangar	REDACTED	REDACTED		
Carbon Dioxide	99/05/2918 Thunderer Building - Air Purification Facility	REDACTED	REDACTED		
Nitrogen	99/05/2917 Thunderer Building - Air Purification Facility	REDACTED	REDACTED		
L.P. Compressed Air	96/05/2668 Thunderer Building	REDACTED	REDACTED		

**SCHEDULE 2 – SCHEDULE OF REQUIREMENTS FOR 704227457- STATUTORY PRESSURE INSPECTION AND PRESSURE MAINTENANCE – SECTION 2**

Table 2: Maintenance

<b>System Type.</b>	<b>WSE Reference.</b>	<b>Firm Price (£) Ex VAT</b>	<b>Firm Price (£) Ex VAT</b>	<b>TBC Price (£) Ex VAT</b>	<b>TBC Price (£) Ex VAT</b>
		<b>01 September 2023 – 31 August 2024</b>	<b>01 September 2024 – 31 August 2025</b>	<b>01 September 2025 – 31 August 2026</b>	<b>01 September 2026 – 31 August 2027</b>
		<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
H.P. Compressed Air	<b>93/12/824 Watt Hanger</b>	<b>REDACTED</b>	<b>REDACTED</b>		
L.P. Compressed Air	<b>93/12/866 Watt Hangar</b>	<b>REDACTED</b>	<b>REDACTED</b>		
Steam	<b>15/01/4064 Watt Hangar</b>	<b>REDACTED</b>	<b>REDACTED</b>		
Steering Gear	<b>NSEP 4441B Watt Hangar</b>	<b>REDACTED</b>	<b>REDACTED</b>		
System 1 Carbon Dioxide Fire Protection	<b>06/08/3310 Watt Hangar</b>	<b>REDACTED</b>	<b>REDACTED</b>		
System 2 Carbon Dioxide Fire Protection	<b>06/08/3311 Watt Hangar</b>	<b>REDACTED</b>	<b>REDACTED</b>		
L.P. Compressed Air	<b>96/03/2637 Air Engineering School - F Block (Power Pen)</b>	<b>REDACTED</b>	<b>REDACTED</b>		

<b>System Type.</b>	<b>WSE Reference.</b>	<b>Firm Price (£) Ex VAT</b>	<b>Firm Price (£) Ex VAT</b>	<b>TBC Price (£) Ex VAT</b>	<b>TBC Price (£) Ex VAT</b>
Nitrogen	<b>96/06/2638</b> <b>Air Engineering</b> <b>School - Room F17</b>	<b>REDACTED</b>	<b>REDACTED</b>		
Compressed Air	<b>94/06/2059</b> <b>Allied Trades 1 &amp; 2</b>	<b>REDACTED</b>	<b>REDACTED</b>		
Acetylene	<b>01/02/2989</b> <b>Allied Trades 2</b>	<b>REDACTED</b>	<b>REDACTED</b>		
Argon	<b>99/02/2898</b> <b>Allied Trades 2</b>	<b>REDACTED</b>	<b>REDACTED</b>		
Argoshield	<b>99/02/2899</b> <b>Allied Trades 2</b>	<b>REDACTED</b>	<b>REDACTED</b>		
Oxygen	<b>01/02/2988</b> <b>Allied Trades 2</b>	<b>REDACTED</b>	<b>REDACTED</b>		
Compressed Air	<b>00/04/2954</b> <b>Brunel Laboratory</b>	<b>REDACTED</b>	<b>REDACTED</b>		
L.P. Compressed Air	<b>94/06/2084</b> <b>Building 20, Steam</b> <b>Lorry Workshop</b>	<b>REDACTED</b>	<b>REDACTED</b>		
L.P. Compressed Air	<b>94/06/2060</b> <b>Car Club Fort</b> <b>Grange Building 25</b>	<b>REDACTED</b>	<b>REDACTED</b>		
L.P. Compressed Air	<b>96/04/2659</b> <b>Cockerell Hangar</b>	<b>REDACTED</b>	<b>REDACTED</b>		
Nitrogen / Carbon Dioxide	<b>97/02/2740</b> <b>Daedalus C Block</b>	<b>REDACTED</b>	<b>REDACTED</b>		
L.P. Compressed Air	<b>07/10/3384</b> <b>Faraday Block</b>	<b>REDACTED</b>	<b>REDACTED</b>		

<b>System Type.</b>	<b>WSE Reference.</b>	<b>Firm Price (£) Ex VAT</b>	<b>Firm Price (£) Ex VAT</b>	<b>TBC Price (£) Ex VAT</b>	<b>TBC Price (£) Ex VAT</b>
L.P. Compressed Air	<b>07/09/3370 Machine Shop</b>	REDACTED	REDACTED		
Upper Deck Hydraulics	<b>MD 4441A Morrell Block</b>	REDACTED	REDACTED		
H.P. Compressed Air	<b>94/05/2029 Morrell Block</b>	REDACTED	REDACTED		
Refrigeration - Vanguard	<b>04/04/3172 Morrell Block</b>	REDACTED	REDACTED		
Refrigeration, Type 23 Air Conditioning	<b>03/04/3101 Morrell Block</b>	REDACTED	REDACTED		
T45 Chilled Water Plant System	<b>15/11/4195 Morrell Block</b>	REDACTED	REDACTED		
Vanguard LifeX Chilled Water Plant	<b>18/02/4625 Morrell Block</b>	REDACTED	REDACTED		
L.P. Compressed Air	<b>96/03/2639 Newcomen Hangar</b>	REDACTED	REDACTED		
L.P. Compressed Air	<b>03/04/3100 Room C113, C Wing, Daedalus Block</b>	REDACTED	REDACTED		
L.P. Compressed Air	<b>07/09/3383 Rutherford Block</b>	REDACTED	REDACTED		

<b>System Type.</b>	<b>WSE Reference.</b>	<b>Firm Price (£) Ex VAT</b>	<b>Firm Price (£) Ex VAT</b>	<b>TBC Price (£) Ex VAT</b>	<b>TBC Price (£) Ex VAT</b>
H.P. Compressed Air	<b>93/12/825 Spey Cell</b>	<b>REDACTED</b>	<b>REDACTED</b>		
L.P. Compressed Air	<b>96/04/2661 Stephenson Hangar</b>	<b>REDACTED</b>	<b>REDACTED</b>		
Carbon Dioxide	<b>99/05/2918 Thunderer Building - Air Purification Facility</b>	<b>REDACTED</b>	<b>REDACTED</b>		
Nitrogen	<b>99/05/2917 Thunderer Building - Air Purification Facility</b>	<b>REDACTED</b>	<b>REDACTED</b>		
L.P. Compressed Air	<b>96/05/2668 Thunderer Building</b>	<b>REDACTED</b>	<b>REDACTED</b>		

### Schedule 3 - Contract Data Sheet

<b>Contract Period</b>	<p>Effective date of Contract: 01 September 2023</p> <p>The Contract expiry date shall be: 31 August 2027</p>
<b>Clause 6 - Notices</b>	<p>Notices served under the Contract can be transmitted by electronic mail:</p> <p>Yes</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Air Commercial, Flowerdown Hall, RAF Cosford, Wolverhampton, WV7 3EX</p> <p>Contractor: Maxaura Ltd</p>
<b>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</b>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>No</p> <p><b>Other Quality Assurance Requirements:</b> Not Applicable</p>
<b>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</b>	<p>A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) <a href="mailto:DESTech-QSEPEnv-HSISMulti@mod.gov.uk">DESTech-QSEPEnv-HSISMulti@mod.gov.uk</a></p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p>Defence Safety Authority (DSA)</p> <p>Movement Transport Safety Regulator (MTSR)</p> <p>Hazel Building Level 1, #H019</p> <p>MOD Abbey Wood (North)</p>

	<p>Bristol, BS34 8QW</p> <p>DESTTECH-QSEPEnv-HSISMulti (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
<b>Clause 10 – Delivery/Collection</b>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor Yes</p> <p>Special Instructions: Not Applicable</p> <p>Collected by the Authority: No</p>
<b>Clause 12 – Packaging and Labelling of Contractor Deliverables</b>	<p>Additional packaging requirements:</p> <p>Not Applicable</p>
<b>Clause 13 – Meetings</b>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Progress of Contract Meeting</p> <p>Frequency: Bi-Annual (to mean Twice every calendar year)</p> <p>Location: HMS Sultan or via Microsoft Teams.</p>
<b>Clause 14 – Progress Reports</b>	<p>The Contractor is required to submit the following Reports:</p> <p>Type: WSE</p> <p>Frequency: Within 10 working days of examination.</p> <p>Method of Delivery: Supplier shall issue an electronic report via email and physical copies of the report and updated WSE sections, as required, to MMS-COORD. This report is to contain the following information:</p> <ul style="list-style-type: none"> <li>Articles examined according to the schedule (Section 5 of the RCMD).</li> <li>Report of findings.</li> <li>Statement of defects found during the course of examination.</li> <li>Statement of the nature of remedial work required to make good defects, together with the specific date by which the rectification shall be completed.</li> </ul>



	<ul style="list-style-type: none"><li>• The report must include a statement as to whether the system is safe for continued use.</li><li>• The Supplier shall state on the records when the next system examination is due.</li></ul> <p>Delivery Address: MMS-COORD personnel.</p>
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**Schedule 4 - Contractor's Sensitive Information Form (i.a.w. Clause 5)**

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Contract No: 704227457
Description of Contractor's Sensitive Information: NIL
Cross Reference(s) to location of Sensitive Information: N/A
Explanation of Sensitivity: N/A
Details of potential harm resulting from disclosure: N/A
Period of Confidence (if applicable): N/A
Contact Details for Transparency / Freedom of Information matters:  Name: Peter Beckett  Position: Managing Director  Address: Maxaura Ltd., Systems House, 94 Kitchener Road, High Wycombe, Bucks., HP11 2SW  Telephone Number: 01494 512233  Email Address: peter@maxaura.co.uk

## Deliverables

### Deliverables Note

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

### Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract		Supplier Organization
Contract Data Sheet Condition 9.c	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.		Supplier Organization
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Payment Condition 14.c	Payment		Supplier Organization
key Progress Meetings Condition 13	Attendance at progress meetings in accordance with the contract		Supplier Organization
Closure Activity - Assets on MoD Property	Contractor assets on MOD property dealt with in accordance with the contract		Supplier Organization

### Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.		Buyer Organization
Notification of Claim Condition 7.b	Notify contractor of any third party claim and assist the contractor to dispose of said claim		Buyer Organization
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Buyer Organization

# DEFFORM 111

## DEFFORM 111

### Appendix - Addresses and Other Information

#### 1. Commercial Officer

Name: Miss Karen Wiley

Address: Air Commercial, Flowerdown Hall, RAF Cosford, Wolverhampton, WV7 3EX

Email: Karen.Wiley895@mod.gov.uk ☎☎ +44 (0) 3001692985

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

Name: Lt Cdr Maddy Win

Address: Defence School of Marine Engineering, DCTT, Watt Hangar, HMS Sultan, Military Road, Gosport, PO12 3BY

Email: [Maddy.Win100@mod.gov.uk](mailto:Maddy.Win100@mod.gov.uk) ☎☎ 02392 542302

#### 3. Packaging Design Authority Organisation & point of contact:

Not Applicable

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

☎☎ Not Applicable

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

Branch/Name: Not Applicable

☎☎ Not Applicable

(b) U.I.N. Not Applicable

#### 5. Drawings/Specifications are available from Not Applicable

#### 6. Intentionally Blank

#### 7. Quality Assurance Representative:

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

#### 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

**9. Consignment Instructions** The items are to be consigned as follows: Not Applicable

**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.

### **11. The Invoice Paying Authority**

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎☎ 0151-242-2000 Fax: 0151-242-2809

**Website is:** <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

### **12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** [Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

### **\* NOTE**

**1. Many DEFCONs and DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

**2. 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.**

**Statement of Requirement**  
**The Provision of a Statutory Pressure Inspection and Pressure Maintenance Contract at HMS Sultan**

<u>Ref</u>	<u>Requirement</u>
<b><u>A</u></b>	<b><u>General Requirements</u></b>
<b>A.1</b>	<b>Scope of Requirement</b>
A.1.a	This Statement of Requirement is for the provision of the following:
A.1.b	Statutory testing, examination and certification of all critical items, as defined in A.2.a, in the following systems:  High Pressure (H.P.) and Low Pressure (L.P.) systems. Compressed Industrial Gas systems including welding gases. Steam systems. Fire Suppression systems. Associated equipment (i.e. Compressors).
A.1.c	To carry out yearly inspections of non-critical items, as defined in A.2.a.
A.1.d	Modification of existing pressure systems as required including replacement of defective parts to equipment as required.
A.1.e	To carry out remedial repairs as identified following system examination within the timescale specified in the recommendation.
A.1.f	To carry out repairs of existing systems and emerging recommended maintenance/testing as required, including replacement of defective parts to equipment as required.
A.1.g	To carry out breakdown repairs and on systems essential to training output iaw the requirements in B.6. Refer to A.20.A for normal working hours.
A.1.h	Service of compressors on HMS Sultan establishment (see Annex B).
A.1.i	These Pressure Systems are used in support of training equipment at HMS Sultan site only.

Ref                      Requirement

**A.2                      Definitions**

A.2.a                      In addition to the definitions detailed in the Terms and Conditions of the Contract the following definitions shall also apply. Where the definitions below contrast to those detailed in the Terms and Conditions of the Contract then the definitions within the Terms and Conditions of the Contract shall take precedence.

<u>Definition</u>	<u>Interpretation</u>
Supplier's Personal Use	Any use of MOD furnished property, facilities or equipment intended for the primary benefit of the Supplier or the Supplier's Personnel which is contrary to the MOD's interests is considered personal use.
Supplier's Personnel	Any employees, including sub-contractors or other agents working on behalf of the Supplier, shall be deemed the Supplier's Personnel.
Designated Officer	The Designated Officer is the MOD representative responsible for the Requirement and is as defined at Box 2 of DEFFORM 111 of this Contract.
Critical item	All components of a system that are subject to Regulation 8(1) of Pressure Systems Safety Regulations (2000) and identified as 'critical' on the WSE.
Non-critical item	All components of a system that are not subject to Regulation 8(1) of Pressure Systems Safety Regulations (2000), however are contained in and identified as 'non-critical' on the WSE. These are subject to a visual inspection in order to maintain system integrity.

**A.3                      Abbreviations and Acronyms**

A.3.a                      In addition to the abbreviations and acronyms detailed in the Terms and Conditions of the Contract the following abbreviations and acronyms will be used.

<u>Abbreviation or Acronym</u>	<u>Interpretation</u>
ACoP	Approved Code of Practice
BPSS	Baseline Personnel Security Standard
COSHH	Control of Substances Hazardous to Health
DO	Designated Officer
HMS	Her Majesty's Ship
MMS-COORD	Maintenance Co-Ordinator
MOD	Ministry of Defence

<u>Ref</u>	<u>Requirement</u>
	PSSR RCMD SoR WSE
	Pressure Systems Safety Regulations Regulatory Compliance Management Dossier Statement of Requirement Written Scheme of Examination

#### **A.4 References**

A.4.a In addition to the references detailed in the Terms and Conditions of the Contract the following references shall also apply as well as any subsequent revisions and amendments to the references. This list does not absolve the Supplier from conforming to any other relevant publications.

<u>Reference</u>	<u>Version</u>	<u>Source</u>
Data Protection Act 2018	2018 c. 12	<a href="http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted">http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted</a>
Pressure Systems Safety Regulations 2000 (PSSR)	No. 128	<a href="https://www.legislation.gov.uk/uksi/2000/128/contents/made">https://www.legislation.gov.uk/uksi/2000/128/contents/made</a>
PSSR 2000 Approved Code of Practice (ACoP)	2014 L122	<a href="https://www.hse.gov.uk/pubns/books/l122.htm">https://www.hse.gov.uk/pubns/books/l122.htm</a>
Government Security Classifications	1.0	<a href="https://www.gov.uk/government/publications/government-security-classifications">https://www.gov.uk/government/publications/government-security-classifications</a>
ISO 9001:2015 Quality Management Systems - Requirements	2015-09 Edition 5	<a href="https://www.iso.org/standard/62085.html">https://www.iso.org/standard/62085.html</a>

#### **A.5 – A.14 Processes and Related Taskings**

A.5.a **STATUTORY REQUIREMENTS - REGULATORY COMPLIANCE MANAGEMENT DOSSIER (RCMD)**



<u>Ref</u>	<u>Requirement</u>
A.5.b	<p>In order to meet the Statutory requirements, HMS Sultan holds the Master copy of a thirteen-part Regulatory Compliance Management Dossier (RCMD) for each system, which contains the following information:</p> <p>Section 1: Index.  Section 2: Written Scheme Certificate(s).  Section 3: System Description and Safe Working Limits.  Section 4: Drawing and Symbols Sheet.  Section 5: Schedule of Parts.  Section 6: Written Scheme Examination Procedures.  Section 7: Examination Report and System Review</p>
A.5.b (Continued)	<p>Section 8: Test Certificates.  Section 9: Operating and Maintenance Instructions.  Section 10: Maintenance Records.  Section 11: Historical Written Scheme of Examination Procedures, Reports and Certificates.  Section 12: Notice of Postponement.  Section 13: Modification, Replacement &amp; Repair Record.  Section 14: Correspondence.</p>
A.5.c	The RCMD forms the history of the system and any change to the system shall be recorded in the relevant section.
A.5.d	The RCMD shall be maintained and updated manually by the Competent Person (see A.23) but shall remain the property of the Authority.
A.5.e	The creation of RCMD (WSE) documentation for new systems as required.

## **A.6 INSPECTION AND WRITTEN SCHEMES**

<u>Ref</u>	<u>Requirement</u>
A.6.a	<p>Inspection and written schemes are required for systems greater than 250 bar litres, which includes the following:</p> <ul style="list-style-type: none"><li>• Low pressure compressed air 0 to 15 bar.</li><li>• High pressure compressed air at approximately 276 bar.</li><li>• High pressure breathing air at approximately 276 bar.</li><li>• Compressed industrial gases, (oxygen, hydrogen, nitrogen, acetylene, argon, propane, CO2, refrigerant and argoshield) at various pressures.</li><li>• Portable high pressure 10/50 compressed air systems at approximately 276 bar.</li><li>• Steam systems at approximately 10 bar.</li><li>• Carbon Dioxide (CO2) Fire suppression systems checks.</li></ul>
<b>A.7</b>	<b>UNSAFE SYSTEMS</b>
A.7.a	<p>Where the Supplier has declared a system unsafe for further use, the MMS-COORD shall be immediately informed. Before leaving site, the Supplier shall note the findings on the draft report and the Site Procedure Summary and System Responsibility Record. The findings are to be reported to MMS-COORD immediately by phone and submit report by email within 24 hours of the System being declared unsafe.</p>
<b>A.8</b>	<b>TAGS</b>
A.8.a	<p>Where a WSE is applicable all items are to be tagged. Tags are supplied by Supplier and must be compliant with current legislation and should be colour coded as follows:</p> <ul style="list-style-type: none"><li>• BS 20E51 – Light Blue Compressed air systems.</li><li>• BS 08C35 – Yellow Ochre Other gas systems.</li><li>• BS 10A03 – Silver Grey Steam systems.</li></ul>
<b>A.9</b>	<b>SUPPLEMENTARY TESTS</b>
A.9.a	<p>In addition to the formal examination, The Supplier may recommend that supplementary tests are required. Where such recommendations are made, details of the requirement, supported by reasons for the recommendation, shall be forwarded to MMS-COORD. The Supplier shall not undertake any additional work until the Authority gives written formal approval.</p>
<b>A.10</b>	<b>PROCEDURE FOR EXAMINATION AND TEST</b>
A.10.a	<p>Note: No Examinations or Tests are to be carried out without the express approval of the relevant section within HMS Sultan.</p>

<u>Ref</u>	<u>Requirement</u>
A.10.b	The Supplier is to liaise with MMS-COORD to confirm the requirements of the year's scope of examination, and mutually agree provisional dates when examinations shall take place.
A.10.c	A Form ESS7 Job Order (Annex C) will be issued to provide written approval for the task to proceed.
A.10.d	On receipt of the Form ESS7, the Supplier shall consult the authority's representative and MMS-COORD to confirm the date of the examination and to whom the Supplier is to report daily.
A.10.e	The Supplier is to contact the Authority's representative to arrange the advance works required and agree a date of the specified WSE equipment inspection. The Authority will provide the Supplier with the Regulatory Compliance Management Dossier (RCMD).
A.10.f	Note: The RCMD contains information on the preparatory work required to prepare each critical item, as defined in A.2.a, for examination (Section 6). The Examiner (Supplier) is to follow these instructions.

<u>Ref</u>	<u>Requirement</u>
A.10.g	<p>The Examination by the Supplier shall be in accordance with the following procedure:</p> <ul style="list-style-type: none"><li>• Plan examination to ensure minimum system down time.</li><li>• Ensure the availability of consumable items that may be required when effective re-assembly of examined articles.</li><li>• The relevant section staff shall de-pressurise and make safe the system (or part system) to facilitate safe examination.</li><li>• Isolate articles and/or de-mount from system as appropriate preparatory to examination and testing.</li><li>• Examine/test critical items, as defined in A.2.a, using Suppliers own calibrated test equipment (current test certificate of test equipment to be provided if requested) in accordance with the appropriate WSE.</li><li>• Refit components to system.</li><li>• Make adjustments to system as required.</li><li>• The Supplier shall examine the complete system including pipe work to ensure that no leaks exist, that controls are functioning correctly, and that the integrity of the system is sustained.</li><li>• On completion of the work by the Supplier the system shall be formally handed back to the relevant Section Staff and MMS-COORD for the Authority to re-pressurise and demonstrate operability. This procedure will be witnessed by the Supplier.</li><li>• Review the system schematics to ensure that the WSE reflects the system as installed. Facilitate update of the RCMD if found to be at variance with the system as seen. Review the WSE in the light of any changes and amend as appropriate. Any article changes that require additional WSE's are to be added to the RCMD.</li><li>• Issue preliminary report of the salient features of the examination findings to MMS-COORD. A hand-written document is acceptable for immediate purposes on site, however this must be within 48 hours. Followed by an electronic report via email and physical copies of the report and updated WSE sections, as required, to MMS-COORD on completion of WSE return within 10 working days (with the exception of August, where it is 21 working days).</li></ul>

<u>Ref</u>	<u>Requirement</u>
A.10.h	<p>Within 10 working days of the annual examination, the Competent Person (see A.23) shall issue an electronic report via email and physical copies of the report and updated WSE sections, as required, to MMS-COORD . This report is to contain the following information</p> <ul style="list-style-type: none"> <li>• Articles examined according to the schedule (Section 5 of the RCMD).</li> <li>• Report of findings.</li> <li>• Statement of defects found during the course of examination.</li> <li>• Statement of the nature of remedial work required to make good defects, together with the specific date by which the rectification shall be completed.</li> <li>• The report must include a statement as to whether the system is safe for continued use.</li> <li>• The Supplier shall state on the records when the next system examination is due.</li> </ul>
A.10.i	In accordance with current legislation, all examined critical items, as defined in A.2.a, of a pressure system are to be labelled by the Supplier showing date of examination, name of examining body, and due date of next examination. The label shall be affixed to the equipment or to the back of the identification tag that is affixed to the subject article. (see A.8.a for specification of tag).
A.10.j	Upon completion of all examinations of critical items, as defined in A.2.a, the Examiner (Supplier) shall state whether the content and frequency of the WSE is considered suitable for the next examination. If any change is required, it shall be reported in the Examination Report, and the relevant documents (Sections 5, 6 and 13 of RCMD) changed accordingly.
<b>A.11</b>	<b>PROCEDURE FOR EXAMINATION PRESSURE VESSEL (PLATED)</b>
A.11.a	These articles are identified in the RCMD (Section 4, 5 and 6) under Tag Reference numbers prefixed “A” and “R”.
A.11.b	“A” tags are Pressure Vessels other than compressed air receivers, e.g. HP compressed air filters, compressed oil reclaimers, coolers (various).
A.11.c	“R” tags are defined as air receivers (compressed air accumulators).
A.11.d	Pressure vessels are to be examined in accordance with the Pressure Regulations at intervals as defined in the WSE’s.
A.11.e	Examinations are to include ultrasonic shell thickness measurement, and hydrostatic test.
A.11.f	Air Receivers are to be hydrostatically tested every 10 years as a minimum, or at a period deemed by the Competent Person (see A.23).
A.11.g	The Supplier is to supply all tools/test equipment to carry out the test.

<u>Ref</u>	<u>Requirement</u>
A.11.h	A certificate of examination/test shall be issued for the subject vessel in accordance with Section 9 of the RCMD. A label shall be affixed to the vessel showing its Serial Number, WSE number, TAG reference number, safe working pressure of the vessel, hydrostatic test pressure applied, date of test and date of next test.
A.11.i	On completion of the test, the Supplier shall ensure that the vessels are thoroughly dried.
<b>A.12</b>	<b>MAINTENANCE AND REPAIR</b>
A.12.a	To undertake repair of identified corrective actions during pressure system examination / testing. Shall be carried out by the mandatory date in the reports recommendation.
A.12.b	Note: No work to be carried out without prior authorisation by MMS-COORD via ESS7 form by email.
A.12.c	To undertake breakdown repairs on systems.
A.12.d	Breakdown repairs on systems essential to training outputs shall require the Supplier to acknowledge and agree on repair plan iaw B.6. The contracted agreed contract price shall be placed on the ESS7 form to allow investigation to be carried out and repair within the Limit of Liability.
A.12.e	Authorisation to proceed will be subject to a report on the findings of the defect and costs associated with the repair/replacement being accepted by the Authority's representative or MMS-COORD.
A.12.f	To carry out modifications/repairs to pressure systems of existing systems as required including replacement of defective parts to equipment as required.
A.12.g	Note: The person who modifies or repairs a pressure system at work shall ensure that nothing about the way in which it is modified or repaired gives rise to danger or otherwise impairs the operation of any protective device or inspection facility.
A.12.h	To undertake routine service and maintenance in accordance with the manufacturer's recommendations (can be accessed on site via the Authority if required).
A.12.i	The relevant Written Scheme of Examination RCMD shall be completed within 10 working days on completion of works carried out on the system.
<b>A.13</b>	<b>ADDITIONAL REQUIREMENTS</b>

<u>Ref</u>	<u>Requirement</u>
A.13.a	The Supplier shall supply all tools and lifting equipment (with current certification) and any other equipment as necessary to complete this task. The Authority reserves the right to spot check any of the equipment at any time.
A.13.b	The whole of the work covered by this specification shall be undertaken without MoD assistance unless otherwise stated.
A.13.c	All materials required to carry out the task shall be supplied by the Supplier unless otherwise stated.
A.13.d	The Authority will provide a copy of the full Written Scheme of Examination (WSE) spreadsheet. It should be noted that the list is not exhaustive and is subject to change.
<b>A.14</b>	<b>WORK ORDERS – ESS7</b>
A.14.a	Work Orders (Form ESS7 - see Annex C), shall be issued and provides authority to the Supplier to attend site and undertake the work. Acknowledgement of the order along with the details of who is attending, when and vehicle details forms an audit trail and prevents undue delay at the security gate when attending site.
A.14.b	The Supplier's engineer attending site shall report to the nominated HMS Sultan point of contact as detailed on the ESS7 form on arrival and again on completion of the site visit. The Supplier's engineer shall obtain a signature on Part 3 of the works order (ESS7) which forms part of the audit trail.
<b>A.15</b>	<b>HEALTH AND SAFETY</b>
A.15.a	Prior to starting work the Supplier will be required to forward the following:

<u>Ref</u>	<u>Requirement</u>
A.15.b	<p>Risk Assessment - It should be noted that the Risk Assessment should include the following elements:</p> <ul style="list-style-type: none"><li>• The tasks should be identified.</li><li>• All hazards should be identified</li><li>• Hazards should be eliminated where possible.</li><li>• Persons at risk should be identified.</li><li>• All risks should be evaluated.</li><li>• Controls should be developed for these risks.</li><li>• The Assessment should be recorded.</li><li>• Controls should be implemented.</li><li>• The Assessment should be reviewed and monitored as necessary.</li><li>• Proposed Safe System of Work / Method Statement</li></ul>
A.15.c	<p>It should be noted that the Method Statement should include the following elements:</p> <ul style="list-style-type: none"><li>• Details of work to be done.</li><li>• Method of doing this work</li><li>• Location of the worksite.</li><li>• Project timing and phasing.</li><li>• Details of Personnel, their skills, training and competence.</li><li>• Details of equipment to be used including Maintenance procedures and records.</li></ul>
A.15.d	Copy of the company's Health and Safety Policy.
A.15.e	COSHH assessments for any hazardous materials being brought and used on site.
<b>A.16</b>	<b>WORKSITE</b>
A.16.a	The worksite for the delivery of all services is HMS Sultan. HMS Sultan is situated in Military Road, Gosport, Hants, PO12 3BY.
A.16.b	The worksite is to be kept clean and tidy at all times.
<b>A.17</b>	<b>Security</b>
A.17.a	The Supplier is to ensure that all of the Supplier's Personnel have BPSS (Baseline Personnel Security Standard) clearance before accessing HMS Sultan site. Please contact Authority's Designated Officer (see A.25.a) via email in the first instance to obtain a blank BPSS form.



<u>Ref</u>	<u>Requirement</u>
A.17.b	All information related to or generated by this Contract is to be treated in the appropriate manner in accordance with Government Security Classifications. The classification of the material to be handled shall not exceed OFFICIAL-SENSITIVE in nature.
A.17.c	All personal data processed under this Contract is to be treated in accordance with the Data Protection Act 2018.
<b>A.18</b>	<b>Site Access</b>
A.18.a	All site pass applications must be forwarded by email to the Authority's Designated Officer. (Refer to A.17.a and A.25.a)
<b>A.19</b>	<b>Safety and Environmental Provisions</b>
A.19.a	When on the HMS Sultan Site the Supplier is to comply with all MOD Safety, Health and Environmental Protection regulations and policy. Copies held in each building on HMS SULTAN site.
<b>A.20</b>	<b>Hours of Operation and Times of Delivery</b>
A.20.a	The Supplier will be required to work within the normal working hours of the Establishment i.e. 0800-1600 Monday to Friday. Work outside of these hours will not usually be required except in cases of emergency therefore any work at weekends, UK Bank Holidays and Public Holidays must be agreed with Training Equipment Support Manager before any work commences.
<b>A.21</b>	<b>Quality Assurance</b>
A.21.a	No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract.
A.21.b	No Deliverable Quality Plan is required reference DEFCON 602B 12/06.
<b>A.22</b>	<b>Contract Monitoring</b>
A.22.a	For the purposes of contract monitoring, representatives of the Supplier will routinely report to MMS-COORD or TESM on the performance of the Contract.

<u>Ref</u>	<u>Requirement</u>
A.22.b	The Supplier is responsible for the performance of the Contract by any sub-contractors or other agents working on behalf of the Supplier. The Supplier is to deal with any issues relating to any sub-contractors or other agents working on behalf of the Supplier, this however does not exclude sub-contractors or other agents working on behalf of the Supplier from attending any Contract Monitoring meeting or contributing to any report where it is appropriate for such sub-contractors or other agents to do so. Bi-annual meetings will be held on HMS Sultan site or on Microsoft Teams between the Supplier and the Authority to discuss the progress of the contract. The Authority will agree dates and times of the progress meetings with the Supplier in advance.
A.22.c	If any sub-contractors or other agents working on behalf of the Supplier are found unsuitable, for whatever reason, the Supplier is to engage with the relevant sub-contractors or other agents to broker a resolution.
<b>A.23</b>	<b>Personnel Qualification Requirements and Training: The Competent Person</b>
A.23.a	It is the Supplier's responsibility to provide a suitably qualified Competent Person as defined in the Statutory Instruments 2000 No. 128 Part 1, Paragraph 2 and amplified within Regulation 2, Interpretation, paragraphs 1, 17, 28 to 36 of the Pressure Systems Safety Regulations (PSSR) 2000 Approved Code of Practice (ACoP) L122 (Second Edition).
A.23.b	<p>The appointed Supplier shall:</p> <ul style="list-style-type: none"> <li>• Understand and be conversant with, the design and safe operation of the types of installed pressure systems (see Annex A &amp; B).</li> <li>• Capable of executing the preparatory work and Examination/Test Procedures, remedial repairs, maintenance and installation of equipment associated with Pressure Systems as specified in the Manufacturers Compliance Management Procedures (held within each section).</li> <li>• Provide calibrated test equipment necessary and sufficient to execute the provisions of the Written Schemes of Examination (WSE).</li> <li>• Advise the Authority within 24 hours on changes to Regulations and other technical matters arising that may impact on equipment during the course of the contract.</li> <li>• The appointed Supplier on behalf of the Authority, will be required to maintain an ongoing Regulatory Management Programme for HMS Sultan site in accordance with Pressure Systems Safety Regulations Statutory Instruments (SI) 2000 No. 128. (see A.4.a)</li> </ul>
<b>A.24</b>	<b>Certification and Accreditation</b>
A.24.a	The Supplier shall have ISO 9001 accreditation or equivalent certification with a suitable scope for the work required.
A.24.b	All work shall be carried out in accordance with current Regulations & standards appertaining to the type of work undertaken.

<u>Ref</u>	<u>Requirement</u>
A.24.c	The Supplier shall hold the following in-date certification:

- Prove their competence by showing original indentures, course certification etc.
- Hold a current Basic First Aid Certificate.
- Hold a current Basic Fire Awareness Certificate.

Note: The Authority may request the Supplier produce the above certification in accordance with DEFCON 76.

**A.25        POINTS OF CONTACT**

A.25.a        Authority's Designated Officer:

Ms Lisa Cook  
Business Development Officer  
Room 7, Allied Trades 1  
HMS SULTAN  
Military Road  
Gosport  
Hants  
PO12 3BY

Telephone number: 0300 154 8363

Email: [Lisa.Cook294@mod.gov.uk](mailto:Lisa.Cook294@mod.gov.uk)

<u>Ref</u>	<u>Requirement</u>
A.25.b	<p>Training Equipment Support Manager</p> <p>Mr Gary Miles MBE Training Equipment Support Manager Defence Land Babcock International Group Room 1-29 Parsons Building HMS SULTAN Military Road Gosport Hants PO12 3BY</p> <p>Telephone number: 02392 546174</p> <p>Emails: <a href="mailto:Gary.Miles@babcockinternational.com">Gary.Miles@babcockinternational.com</a> or <a href="mailto:Gary.Miles981@mod.gov.uk">Gary.Miles981@mod.gov.uk</a></p>
A.25.c	<p>Maintenance Co-Ordinator (MMS-COORD):</p> <p>Mr Jim Casey MMS-COORD Room 1-34, Parsons Building HMS SULTAN Military Road Gosport Hants PO12 3BY</p> <p>Telephone numbers: 02392 543180</p> <p>Email: <a href="mailto:Jim.Casey104@mod.gov.uk">Jim.Casey104@mod.gov.uk</a></p>

**B**      **Deliverable Requirements**

<u>Ref</u>	<u>Requirement</u>	<u>Additional Information</u>	<u>Frequency</u>	<u>Standard of Performance</u>
B.1	Statutory testing, examination and certification of:  High Pressure (H.P.) and Low Pressure (L.P.) systems. Compressed Industrial Gas systems including welding gases. Steam systems. Fire Suppression systems. Associated equipment (i.e. Compressors).		6 Monthly and Annually (see Annex A)	To the satisfaction of the Authority and in accordance with the references in A.4.a.
B.2	To carry out visual inspections of all non-critical WSE equipment, as defined in A.2.a.	Visual inspection to determine whether equipment requires further investigations or repairs. Inspections to be reported in the WSE master copy held by HMS Sultan.	Within the first year of contract award and every 12 months thereafter.	To the satisfaction of the Authority and in accordance with the references in A.4.a.
B.3	Maintenance and repair of WSE equipment.		As required.	To the satisfaction of the Authority and in accordance with the references in A.4.a.
B.4	Modification of existing pressure systems as required including replacement of defective parts to equipment as required.		As required.	To the satisfaction of the Authority and in accordance with the references in A.4.a.

<u>Ref</u>	<u>Requirement</u>	<u>Additional Information</u>	<u>Frequency</u>	<u>Standard of Performance</u>
B.5	To carry out remedial repairs as identified following system examination within the timescale specified in the recommendation.		As required.	To the satisfaction of the Authority and in accordance with the references in A.4.a.
B.6	Provision of an emergency breakdown service to carry out repairs on systems essential to training outputs.		Acknowledge receipt of emergency within 4 hours of notification and agree course of action by email with MMS-COORD within 3 working days.  Refer to A.20.A for normal working hours.	To the satisfaction of the Authority and in accordance with the references in A.4.a.

<u>Ref</u>	<u>Requirement</u>	<u>Additional Information</u>	<u>Frequency</u>	<u>Standard of Performance</u>
B.7	Service of compressors on HMS Sultan establishment		Annually (see Annex B).	To the satisfaction of the Authority and in accordance with the references in A.4.a.
B.8	Update of Regulatory Compliance Management Dossier and Provision of a Written Scheme of Examination summarising findings of Pressure System examination, maintenance and repair	<p>Written Schemes are required for systems greater than 250 bar litres, which includes the following:</p> <ul style="list-style-type: none"> <li>• Low pressure compressed air 0 to 15 bar.</li> <li>• High pressure compressed air at approximately 276 bar.</li> <li>• High pressure breathing air at approximately 276 bar.</li> <li>• Compressed industrial gases, (oxygen, hydrogen, nitrogen, acetylene, argon, propane, CO2, refrigerant and argoshield) at various pressures.</li> <li>• Portable high pressure 10/50 compressed air systems at approximately 276 bar.</li> <li>• Steam systems at approximately 10 bar.</li> <li>• Carbon Dioxide (CO2) Fire suppression systems checks.</li> </ul> <p>Both physical and electronic copies must be provided.</p>	After every inspection	To the satisfaction of the Authority and in accordance with the references in A4.A

## Annex A

Written Schemes of Examination (WSE) within HMS Sultan, including but not limited to:

<b>Systems within HMS SULTAN (Further details can be found in WSE spreadsheet)</b>			
<b>WSE</b>	<b>LOCATION</b>	<b>SYSTEM</b>	<b>EXAMINATION PERIOD</b>
93/12/824	Watt Hangar	H.P. Compressed Air	Annual
93/12/866	Watt Hangar	L.P. Compressed Air	Annual
15/01/4064	Watt Hangar	Steam	Annual
NSEP 4441B	Watt Hangar	Steering Gear	Annual
06/08/3310	Watt Hangar	System 1 Carbon Dioxide Fire Protection	6 Monthly
06/08/3311	Watt Hangar	System 2 Carbon Dioxide Fire Protection	6 Monthly
96/03/2637	Air Engineering School – F Block (Power Pen)	L.P. Compressed Air	Annual
96/06/2638	Air Engineering School – Room F17	Nitrogen	Annual
94/06/2059	Allied Trades 1 & 2	Compressed Air	Annual
01/02/2989	Allied Trades 2	Acetylene	Annual
99/02/2898	Allied Trades 2	Argon	Annual
99/02/2899	Allied Trades 2	Argonshield	Annual
01/02/2988	Allied Trades 2	Oxygen	Annual
00/04/2954	Brunel Laboratory	Compressed Air	Annual
94/06/2084	Building 20 Steam Lorry Workshop	L.P. Compressed Air	Annual
94/06/2060	Car Club Fort Grange Building 25	L.P. Compressed Air	Annual
96/04/2659	Cockerell Hangar	L.P. Compressed Air	Annual
97/02/2740	Daedalus C Block	Nitrogen / Carbon Dioxide	Annual
07/10/3384	Faraday Block	L.P. Compressed Air	Annual
07/09/3370	Machine Shop	L.P. Compressed Air	Annual
MD4441A	Morrell Block	Upper Deck Hydraulics	Annual
94/05/2029	Morrell Block	H.P. Compressed Air	Annual
04/04/3172	Morrell Block	Refrigeration Vanguard	Annual
03/04/3101	Morrell Block	Refrigeration T23 Air Conditioning	Annual
15/11/4195	Morrell Block	T45 Chilled Water Plant System	Annual
18/02/4625	Morrell Block	Vanguard LifeX Chilled Water Plant	Annual
96/03/2639	Newcomen Hangar	L.P. Compressed Air	Annual
03/04/3100	Room C113, C Wing Daedalus Block	L.P. Compressed Air	Annual
07/09/3383	Rutherford Block	L.P. Compressed Air	Annual
93/12/825	Spey Cell	H.P. Compressed Air	Annual
96/04/2661	Stephenson Hangar	L.P. Compressed Air	Annual
99/05/2918	Thunderer Building – Air Purification Facility	Carbon Dioxide	Annual



WSE	LOCATION	SYSTEM	EXAMINATION PERIOD
99/05/2917	Thunderer Building – Air Puriification	Nitrogen	Annual
96/05/2668	Thunderer Building	L.P. Compressed Air	Annual
<b>Note: All non-critical equipment items, as defined in A.2.a, identified within the above WSEs will require an annual working inspection.</b>			

#### **Associated Requirements applicable to the above WSE List**

Hydrostatic Test < 250 Litres
Hydrostatic Test 250 - 500 Litres
Hydrostatic Test > 501 Litres
Pressure Gauge Calibration
Review/Creation of Drawings
Preparation of WSEs
Fire Safety Systems Check
Cylinder Hydrostatic Test

## Annex B

**Compressors which require annual statutory inspection within HMS Sultan site, including but not limited to:**

LOCATION	HMS SULTAN (HP & LP) AIR COMPRESSORS
ALLIED TRADES WORKSHOP (ATW)	WIILIAM JAMES (LP) MODEL 149 4 CYLINDER (No1)
ALLIED TRADES WORKSHOP (ATW)	WIILIAM JAMES (LP) MODEL 149 4 CYLINDER (No2)
STEPHENSON HANGAR	HYDROVANE (LP) TYPE 830 ROTARY VANE
STEAM LORRY BLD'G 20	BROOMWADE (LP) TYPE 208HT 2 CYLINDER
CAR CLUB BLD'G 25	CLARKE (LP) XEV 16/150
COCKERELL HANGAR	INGERSOLL RAND (LP) MODEL T30 2 STAGE (No1)
COCKERELL HANGAR	INGERSOLL RAND (LP) MODEL T30 2 STAGE (No2)
WATT HANGAR	REAVELL (HP) TYPE HP36
WATT HANGAR	REAVELL (HP) TYPE COMP-AIR
WATT HANGAR	HAMWORTHY (HP) TYPE 4 STAGE WATER COOLED
WATT HANGAR	SAUER (HP)
WATT HANGAR	HYDROVANE (LP) TYPE 42CM ROTARY VANE
WATT HANGAR	HYDROVANE (LP) TYPE 715 ROTARY VANE
WATT HANGAR	ATLAS COPCO (LP) TYPE GA11FF
SPEY	REAVELL (HP) TYPE HP5436
THUNDERER	HPC (LP) TYPE RTSH 18A
NEWCOMEN HANGAR	ATLAS COPCO (LP) TYPE LE55
DAEDALUS (F WING)	INGERSOLL-RAND (LP) TYPE TWIN CYLINDER
DAEDALUS (C-WING)	WOTHINGTON CREYSSSENSAC TYPE ROLLAIR 200
FARADAY BUILDING	RECIPROCATING AIE 3 CYLNDER(LP) 2 STAGE
RUTHERFORD BUILDING	AIE (LP) MODEL HW16 3 CYLINDER SINGLE STAGE
BRUNEL LAB	TQ TECQIPMENT (LP) GT103

## Annex C

<b>OFFICIAL - SENSITIVE COMMERCIAL</b> <b>MINISTRY OF DEFENCE</b> <b>CONTRACT MAINTENANCE WORK ORDER</b>		ESS7 (Jul 19) Sponsor: TESM
<b>CONTRACTOR :</b> TBC		
<b>JOB ORDER No :</b> ACT/		
<b>ESTABLISHMENT :</b> HMS SULTAN	<b>ESTB REF No. :</b> SUL	
<b>LOCATION :</b> E.g Watt Hanger		
<b>REQD COMPLETION DATE :</b> 30 January 2020	<b>CONTRACTOR'S REF No. :</b>	
<b>SITE CONTACT :</b> Mr Jim Casey		
<b>WORKS DESCRIPTION :</b> WSE/??/?/?/		

Request suitably qualified engineer to carry out the following:

- 1.
- 2.

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**PART 1**      The JOB ORDER No. must be quoted when corresponding to this order.

DATE:	Emailed To:	
SENT BY: J CASEY	SIGNATURE	<i>Signed on original</i>

From: TESM TEAM, ROOM 1-34, PARSONS BLOCK, HMS SULTAN, GOSPORT, HANTS PO12 3BY  
TEL: (023) 9254 3180 / 2294 Email: [TESM Team](#)

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**PART 2**      FOR THE CONTRACTOR: TBC

1. I acknowledge receipt of the above order on Contract Agreement No. TBC. I accept / do not accept\* the Order (any changes, eg quantity, delivery/completion date which the Contractor wishes to make to the Order must have prior approval by TESM Team.
2. It is agreed that the firm cost of £      - (inc VAT) is not exceeded without prior approval by TESM Team.
3. If the Contractor does not accept the Order, an explanation must be provided.

FOR THE INITIAL VISIT, THE COMPANY'S REPRESENTATIVE WILL BE:

DATE OF VISIT : \_\_\_\_\_

NAME(S) : \_\_\_\_\_

VEHICLE: MAKE / REG No. : \_\_\_\_\_

REMARKS (# required) : \_\_\_\_\_

  

SIGNED:	NAME:	DATE:
	(Block Capitals)	

When completed, to be returned to Sender.

[illegible]