



# Ministry of Defence

## Army Commercial BFG

**Contract No: 700003604**  
**dated 09 May 2019**

### **For: The Provision of Temporary Stabling for Military Working Horses**

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

**Team Name and address:**

**Army Commercial  
Army HQ  
Ramillies Building, Marlborough Lines  
Monxton Road  
Andover  
SP11 8HT**

**E-mail:** [REDACTED]

**Telephone Number:** [REDACTED]

**Facsimile Number:** [REDACTED]

**And**

**Contractor Name and address:**

**Cheval Star Box Ltd  
Trewyn Fawr Farm  
Carrog Road  
Corwen  
Denbighshire  
LL21 9RW**

**E-mail:** [REDACTED]

**Telephone Number:** [REDACTED]

## Schedule 1 - Standardised Contracting Terms

### 1. Definitions - In the Contract:

**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;

**Contractor Commercially Sensitive Information** means the information listed as such in the Contract, 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 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;

**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;

**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.

**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;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

### 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. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

### **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

## **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. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. 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).
- b. 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.
- c. 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 are Hazardous Contractor Deliverables; and
  - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the

Health and Safety at Work etc. Act 1974 and shall contain:

- (1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and
  - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
  - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

#### **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. The Contractor shall ensure that each Contractor Deliverable is marked clearly and indelibly:
  - (1) in accordance with the requirements specified in the Contract, or if no such requirement is specified, with the MOD stock reference number, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements;
  - (2) where the Contractor Deliverable has a limited shelf life, the marking shall include: the expiry date / date of manufacture, expressed as specified in the Contract or in the absence of such requirement, as month (letters) and year (last two figures); and
  - (3) ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- b. Where it is not possible to mark a Contractor Deliverable with the required particulars, these should be included on the package in which the Contractor Deliverable is packed.

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

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).

#### **13. 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.

#### **14. Payment**

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b 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 14a, 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 14b 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 14c 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.

## **15. 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 15.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.

## **16. 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 16.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 16.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.

## **17. 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 its obligations under the Contract. Where the

Authority has terminated the Contract under Clause 17 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.

#### **18. 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.

#### **19. Limitation of Contractor's Liability**

a. Subject to Clause 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.

#### **20. Project specific DEFCONs and DEFCON SC variants that apply to this contract**

DEFCON 502 (SC1) Edition 12/16 - Specifications Changes

DEFCON 503 (SC1) Edition 12/16 - Formal Amendments to Contract

DEFCON 531 (SC1) Edition 06/17 - Disclosure of Information

DEFCON 532B Edition 05/18 - Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)

DEFCON 534 Edition 06/17 - Subcontracting and Prompt Payment

DEFCON 537 Edition 06/02 - Rights of Third Parties

DEFCON 538 Edition 06/02 - Severability

DEFCON 566 Edition 12/18 - Change of Control of Contractor

DEFCON 630 (SC1) Edition 12/16 - Framework Agreements

#### **21. Special conditions that apply to this Contract**

##### **Key Performance Indicators**

a. The Contractor's performance of the Contract shall be monitored and measured using the Key Performance Indicators (KPIs) in the table below.

b. The KPIs shall commence from the Effective Date of Contract. They shall be measured across the timescales specified against each individual KPI. The Authority will score the Contractor's performance against the KPIs at the end of each period.

KPI Serial No.	Description	Performance Standard	Measurement Timescale	Measurement Methodology
1	Temporary stabling delivered and installed to meet the specified location and timescale requirements	100%	12 months	(Number of demands met for temporary stabling divided by the number of demands requested by the Authority) x 100% = performance mark against the KPI performance standard
2	Temporary stabling meets the physical characteristics specified in the Statement of Requirements	No major deficiencies* and no more than 2 minor deficiencies** per period of hire	Each hire period	Number of major and minor deficiencies recorded by the customer at the time of the hire

\* 'Major deficiency' is defined as one that could result in serious injury to horse or human.

\*\* 'Minor deficiency' is defined as one that could result in less serious harm to horse or human, or that could cause inconvenience to the customer.

The Authority's interpretation of these definitions shall be final.

#### **Payment Terms**

Payment shall become due upon completion of each period of hire.



## Schedule 2 - Schedule of Requirements (Pricing Schedule)

### Item 1 - Household Cavalry Mounted Regiment

Item No	Description	Year 1 9 May 19 to 31 May 20	Year 2 1 Jun 20 to 31 May 21	Year 3 1 Jun 21 to 31 May 22	Year 4 1 Jun 22 to 31 May 23	Year 5 1 Jun 23 to 31 May 24
1a	<b>Household Cavalry Mounted Regiment</b> Firm Price per module/unit per day for standard modules/units as per paragraph 3a(1) of the Statement of Requirements at Schedule 5.					
1b	<b>Household Cavalry Mounted Regiment</b> Firm Price per unit per day for double tack units as per paragraph 3a(2) of the Statement of Requirements at Schedule 5.					
1c	<b>Household Cavalry Mounted Regiment</b> Total Firm Price per order for the delivery, installation, dismantling and recovery of temporary stables as per the quantity requirements at paragraph 3a(1) and 3a(2) of the Statement of Requirements at Schedule 5. <sup>1</sup>					

<sup>1</sup> The quantity of temporary stables specified in the Statement of Requirements is the maximum number that might be required. In the event that a lesser number of stables are required the Authority reserves the right on these occasions to negotiate a lower Firm Price with the Contractor for Item 1c.

## Item 2 - Kings Troop Royal Horse Artillery

Item No	Description	Year 1 9 May 19 to 31 May 20	Year 2 1 Jun 20 to 31 May 21	Year 3 1 Jun 21 to 31 May 22	Year 4 1 Jun 22 to 31 May 23	Year 5 1 Jun 23 to 31 May 24
2a	<b>Kings Troop Royal Horse Artillery</b> Firm Price per unit per day for 10' x 10' stabling as per paragraph 3b(1) of the Statement of Requirements at Schedule 5.					
2b	<b>Kings Troop Royal Horse Artillery</b> Firm Price per unit per day for 10' x 12' stabling as per paragraph 3b(2) of the Statement of Requirements at Schedule 5.					
2c	<b>Kings Troop Royal Horse Artillery</b> Firm Price per unit per day for 10' x 12' veterinary stabling as per paragraph 3b(3) of the Statement of Requirements at Schedule 5.					
2d	<b>Kings Troop Royal Horse Artillery</b> Firm Price per unit per day for 15' x 15' storage and maintenance stabling as per paragraph 3b(4) of the Statement of Requirements at Schedule 5.					
2e	<b>Kings Troop Royal Horse Artillery</b> Total Firm Price per order for the delivery, installation, dismantling and recovery of temporary stables as per the quantity requirements at paragraph 3b(1), 3b(2), 3b(3) and 3b(4) of the Statement of Requirements at Schedule 5. <sup>2</sup>					

<sup>2</sup> The quantity of temporary stables specified in the Statement of Requirements is the maximum number that might be required. In the event that a lesser number of stables are required the Authority reserves the right on these occasions to negotiate a lower Firm Price with the Contractor for Item 2e.

### Schedule 3 - Contract Data Sheet

<b>Contract Period</b>	<p>Effective date of Contract: 09 May 2019</p> <p>The Contract expiry date shall be: 31 May 2024</p>
<b>Clause 6 - Notices</b>	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Army Commercial, Army HQ, Ramillies Building, Marlborough Lines, Monxton Road, Andover SP11 8HT</p> <p>Contractor: Cheval Star Box Ltd, Trewyn Fawr Farm, Carrog Road, Corwen LL21 9RW</p>
<b>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</b>	<p>Is a Deliverable Quality Plan required for this Contract? No</p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within N/A Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p>Other Quality Assurance Requirements: N/A</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) <u><a href="mailto:DSALand-MovTpt-DGHSIS@mod.uk">DSALand-MovTpt-DGHSIS@mod.uk</a></u></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), Defence Safety Authority (DSA), Movement Transport Safety Regulator (MTSR), Hazel Building Level 1, #H019, MOD Abbey Wood (North), Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery</p>

	Date for the Contract Deliverable or by the following date: N/A
<b>Clause 10 – Delivery/Collection</b>	<p>Contract Deliverables are to be: Delivered by the Contractor and collected by the Contractor at the end of each period of hire.</p> <p>Special Instructions: As per the location specified on each individual order.</p>
<b>Clause 12 – Packaging and Labelling of Contractor Deliverables</b>	Additional packaging requirements: None
<b>Clause 13 – Progress Meetings</b>	The Contractor shall be required to attend the following meetings: N/A
<b>Clause 13 – Progress Reports</b>	The Contractor is required to submit the following Reports: N/A

## Schedule 4 - Contractor's Commercially Sensitive Information Form

Contract No: 700003604
Description of Contractor's Commercially Sensitive Information: None identified by the Contractor. However, individual hire prices will be treated by the Authority as commercially sensitive.
Cross Reference(s) to location of sensitive information: Schedule 2 – Schedule of Requirements
Explanation of Sensitivity: Pricing information.
Details of potential harm resulting from disclosure: Potentially prejudicial to future tendering.
Period of Confidence (if applicable): N/A
Contact Details for Transparency / Freedom of Information matters:  Name: Cheval Star Box Ltd  Position: Company Director  Address: Trewyn Fawr Farm, Carrog Road, Corwen, Denbighshire LL21 9RW  Telephone Number: [REDACTED]  Email Address: [REDACTED]

## Schedule 5 - Statement of Requirements

### STATEMENT OF REQUIREMENT FOR THE PROVISION OF TEMPORARY STABLING FOR MILITARY WORKING HORSES

1. **Introduction.** Temporary stabling for Military Working Horses (MWHs) is required to enable The Household Cavalry Mounted Regiment (HCMR) and The Kings Troop Royal Horse Artillery (KTRHA) to attend regimental exercises.
2. **Background.** There is an enduring annual requirement for MWHs to be exercised away from London for a period of rest and recuperation. The location of the regimental exercise has no permanent stabling for the MWHs who must be protected from the weather and each other when stabled. The MWHs are also occasionally required to conduct ceremonial duties such as State Visits where temporary stabling will be required in Windsor. Temporary stabling may also be required on other occasions as requested by HCMR and KTRHA.
3. **Requirement.** Stabling shall be requested from the Contractor on an 'as required' basis. The Authority shall not be bound to place orders for any of the Contractor Deliverables specified in this Statement of Requirements. The following information covers the specific requirements that might be requested:
  - a. **HCMR Regimental Exercise.** Usually in June – July; usually held at Bodney Camp in Thetford (note this is subject to change).
    - (1) 49 modules/units = 196 single stalls for horses (2 of these modules/units to be adapted into 2 x double units for the Drum Horses)
    - (2) 12 x double tack units
    - (3) A minimum of one-month notice will be given for the hire period. On rare occasions, less notice may be given.
  - b. **KTRHA Annual Exercise.** Usually in September; no fixed location. Past exercises have camped in Cornwall and Devon, and in 2018 they camped at Bodney Camp in Thetford.
    - (1) Up to 108 x stabling 10'x10'
    - (2) 10 x stabling 10'x12'
    - (3) 4 x Veterinary Stabling 10'x12'
    - (4) 7 x 15'x15' stables suitable for storing and maintaining harnesses and equine kit and equipment
    - (5) KTRHA will occasionally camp as sections (average 35 horses per section) in different locations which will require a different breakdown of stabling.
    - (6) A minimum of one-month notice will be given for the hire period. On rare occasion, less notice may be given.

c. **State Visits.** On occasions there may be a requirement for uplift of stabling at Combermere Barracks in Windsor for a State Visit. Three-months' notice will usually be provided, but this cannot be guaranteed.

(1) **HCMR**

(a) 44 x temporary loose box stables (may vary) minimum size = 10'x10'

(2) **KTRHA**

(a) 78 x stabling 10'x10'

(b) 10 x stabling 10'x12'

d. **Others.** All of the routine requirements are covered above. There may also be other, ad hoc requirements for temporary stabling for HCMR and KTRHA that will be specified as and when required.

e. Maps detailing the areas to be covered in this contract are at Annex A to this SOR.

4. **Required Physical Characteristics.** The stabling supplied shall meet the following specific requirements:

a. Loose boxes shall be a minimum size of 10'x10'.

b. Loose boxes shall have a robust waterproof roof.

c. 1 x module = 4 x 3m x 3m loose boxes.

d. The height of the walls shall be such that the MWHs cannot injure one another by fighting. The sharper edges of the doors and walls, including door frames shall be well protected and ideally with added padding.

e. The walls shall be wind and weather proof, sturdy and robust enough to cage a 700kg, 17.2hh strong Irish Draught horse without further reinforcement for up to 4 weeks.

f. The doors shall be half door or split stable door in design with a double bolt (top and bottom of lower door). If a top door is present it shall be easily folded back and fixed in place to leave a hole through which a horse can place its head.

g. V shape cuts in the doors with safety padding (water pipe lagging).

h. The walls shall withstand a kicking horse without splintering or risking concussion injuries from the wall material.

i. Design and construction shall be such that the stabling shall not be damaged easily and fall apart in the event of a restless horse or a horse bearing its weight against the wall.

j. The materials shall be in good repair on installation and not be weakened by extreme weather conditions.

k. The finished stables shall not contain loose nails or screws on the floor or protruding from walls. There shall be no splinters in the walls or anything that will likely cause a horse injury on occupancy.

l. The walls shall be clean and disinfected; the Contractor shall sign a certificate to vouch for the cleanliness of the stables, stating that there is no contamination of contagious or zoonotic diseases.

m. To avoid horses getting injured if they kick out and break the stabling, the stabling shall not be of wooden construction.

n. Stables shall withstand UK inclement weather.

## **5. Other Requirements.**

a. The walls shall be visually inspected for compliance by the customer before a MWH takes occupancy.

b. The Contractor shall deliver the stables to the site specified by the customer and shall install them ready for inspection at least 24 hours in advance of the occupancy. This ensures a correct hand over and allows for any problems to be rectified by the Contractor prior to the occupancy commencing.

c. The Contractor shall make supplies (such as spare panels and associated tools) available to the customer so that problems which occur on the first night of occupancy can be rectified to ensure the health and safety of the MWH until the Contractor can return to provide a permanent repair within 24 hours of report.

d. The Contractor shall be available to perform repair within 24 hours of receiving a damage report by the customer, regardless of the cause, to ensure that the MWH health and welfare is never compromised.

e. The Contractor shall collapse the stabling and remove it from site once customer use has been completed. Any discrepancies or damages shall be discussed with the customer and formally submitted in writing (email) before the stabling leaves the site.

f. The stables shall not be supplied from any premises which are at the time situated in an area where restrictions on the movement of animals have been imposed by an order of the Department for Environment, Food and Rural Affairs because of Foot and Mouth disease.

## **6. Authorised Demanders.** Authorised demanders are as follows:

a. The Quartermaster  
The Household Cavalry Mounted Regiment  
Hyde Park Barracks  
Knightsbridge  
LONDON



b.The Battery Quarter Master Sergeant  
The Kings Troop Royal Horse Artillery  
King George VI Lines  
Repository Road  
Woolwich  
LONDON

Annex:

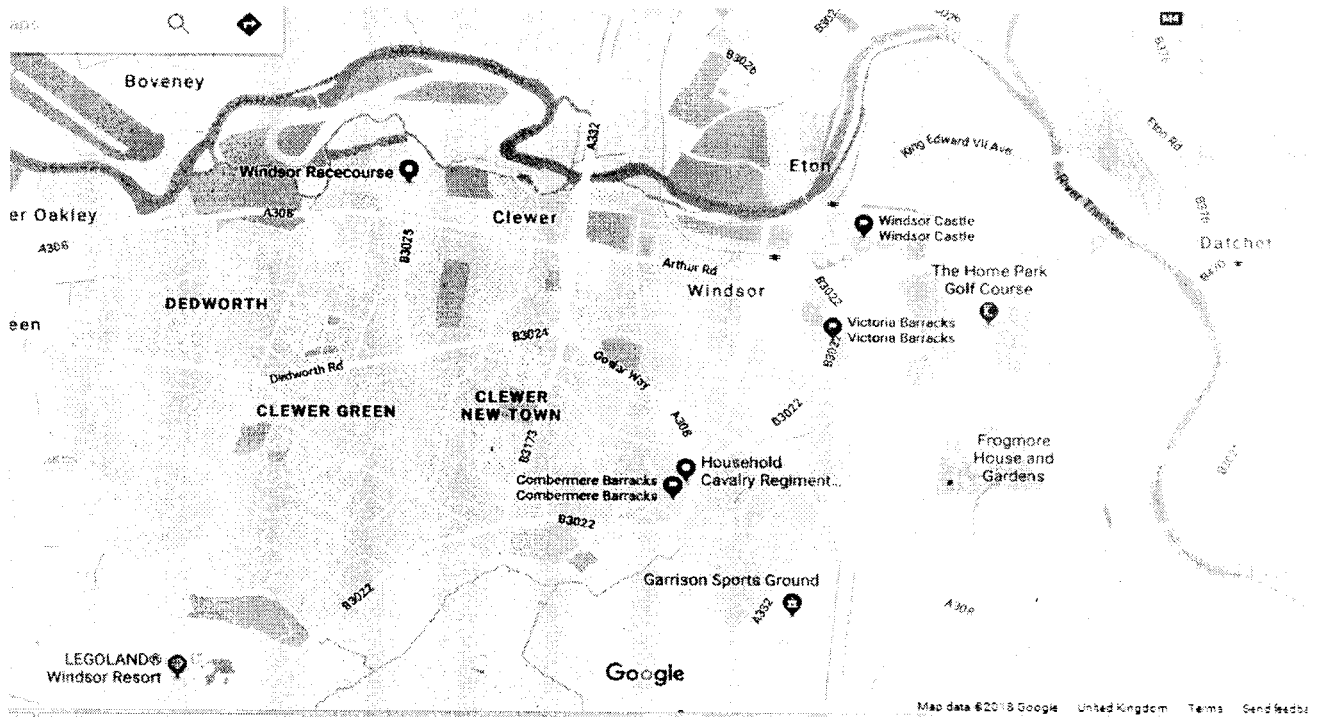
A. Maps of areas where temporary stabling may be required

**ANNEX A**  
**to Schedule 5 - Statement**  
**of Requirement**

**MAPS OF AREAS WHERE TEMPORARY STABLING MAY BE REQUIRED**

Note that this does not mean that temporary stabling will only be required in the locations indicated on these maps.

**Combermere Barracks, Windsor, SL4 3LN**



## Bodney Camp, Thetford, IP25 6NX



# DEFFORM 111

## Appendix - Addresses and Other Information

### 1. Commercial Officer

Name: [REDACTED]

Address: Army Commercial, Army HQ, Ramillies Building, Marlborough Lines, Monxton Road, Andover SP11 8HT

Email: [REDACTED]

Tel: [REDACTED]

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

Name: [REDACTED]

Address: SO3 Log Sp FS, HQ London District, Horse Guards, Whitehall, London SW1A 2AX

Email: [REDACTED]

Tel: [REDACTED]

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

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

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

Branch/Name:

(b) U.I.N. A0081A

### 5. Drawings/Specifications are available from: N/A

### 6. Intentionally Blank

### 7. Quality Assurance Representative: N/A

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

9. **Consignment Instructions** The items are to be consigned as follows: as requested on each demand.

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

[www.freightcollection.com](http://www.freightcollection.com)

### 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 Arcnott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** [DESLCSLS-OpsFormsandPubs@mod.uk](mailto:DESLCSLS-OpsFormsandPubs@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>

DEFCONS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defcons/defcon.htm>

Archived DEFCONS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defcons/archive.htm>

DEFFORMS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defforms/defelec.htm>

Archived DEFFORMS:

[https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defforms/defelec\\_archive.htm](https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defforms/defelec_archive.htm)

SC1A <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template1a.htm>

SC1B <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template1b.htm>

SC2 <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template2.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.