

Contractor's Personnel At Government Establishments

DEFCON 76

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Definitions

1. Reference in this Condition to:

- a) 'Government Establishment' or 'site' shall be deemed to include any of Her Majesty's Ships or Vessels and Service Stations;
- b) 'Officer in Charge' shall be deemed to include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Heads of Government Establishments; and
- c) 'Contractor's Representative(s)' shall be deemed to include the Contractor's employees, agents and subcontractors.

General

2. The following general provisions apply:

- a) The Officer in Charge shall provide such available administrative and technical facilities for the Contractor's Representatives employed at Government Establishments for the purpose of the Contract as may be necessary for the effective and economical discharge of work under the Contract. These facilities will be provided free of charge unless otherwise stated in the Contract. The status to be accorded to the Contractor's Representatives for messing purposes will be at the discretion of the Officer in Charge.
- b) Any land or premises (including temporary buildings) made available to the Contractor by the Authority in connection with the Contract shall be made available to the Contractor free of charge, unless otherwise stated in the Contract, and shall be used by the Contractor solely for the purposes of performing the Contract. The Contractor shall have the use of such land or premises as licensee and shall vacate the same upon completion of the Contract. Any utilities required by the Contractor shall be subject to the charges set out in the Contract.

- c) The Contractor shall have no claim against the Authority for any additional cost or delay occasioned by the closure for holidays of Government Establishments, where this is made known to them prior to entering into the Contract.

Liability In Respect Of Damage To Government Property

3. Without prejudice to the provisions of DEFCON 611 (Issued Property) and of DEFCON 612 (Loss of or Damage to the Articles), where those conditions form part of the Contract, the Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Authority, pay compensation for all damage occurring to any Government Property, which includes land or buildings, occasioned by the Contractor, or by any of their Representatives, arising from the Contractor's or their Representatives' presence on a Government Establishment in connection with the Contract, provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to by any circumstances within the Contractor's or their Representatives' reasonable control.

4. The total liability of the Contractor under Clause 3 herein shall be subject to any limitation specified in the Contract.

Contractor's Property

5. All property of the Contractor and their Representatives shall be at the risk of the Contractor whilst it is on any Government Establishment, and the Authority shall accept no liability for any loss or damage howsoever occurring thereto or caused thereby, except as follows:

- a) where any such loss or damage was caused or contributed to by any act, neglect or default of any Government Servant, agent or contractor then the Authority shall accept liability therefor to the extent to which such loss or damage is so caused or contributed to as aforesaid; and
- b) where any property of the Contractor has been taken on charge by the Officer in Charge, and a proper receipt has been given therefor, then the Authority shall be liable for any loss or damage occurring to that property while held on such charge as aforesaid.

Contractor's Representatives

6. The Contractor shall submit in writing to the Authority for approval, initially and as necessary from time to time, a list of their Representatives who may need to enter a Government Establishment for the purpose of, or in connection with, work under the Contract, giving such particulars as the Authority may require, including full details of birthplace and parentage of any such Representative who:

- a) was not born in the United Kingdom; or
- b) if they were born in the United Kingdom, were born of parents either or both of whom were not born in the United Kingdom.

7. The Authority shall issue passes for those Representatives who are approved by it in accordance with Clause 6 herein for admission to a Government Establishment and a Representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Authority and shall be surrendered on demand or on completion of the work.

8. Notwithstanding the provisions of Clauses 6 and 7 hereof if, in the opinion of the Authority, any Representative of the Contractor shall misconduct themselves, or it shall not be in the public interest for any person to be employed or engaged by the Contractor, the Contractor shall remove such person without delay on being required to do so and shall cause the work to be performed by such other person as may be necessary.

9. The decision of the Authority upon any matter arising under Clauses 6 to 8 inclusive shall be final and conclusive.

Observance Of Regulations

10. The following provisions apply:

- a) The Contractor shall ensure that their Representatives have the necessary probity (by undertaking the Government's Baseline Personnel Security Standard) and, where applicable, are cleared to the appropriate level of security when employed within the boundaries of a Government Establishment.
- b) Where the Contractor requires information on the Government's Baseline Personnel Security Standard (the Standard) or security clearance for their Representatives or is not in possession of the relevant rules, regulations or requires guidance on them, they shall apply in the first instance to the Project Manager/Equipment Support Manager.
- c) On request, the Contractor shall be able to demonstrate to the Authority that the Contractor's processes to assure compliance with the standard have been carried out satisfactorily. Where that assurance is not already in place, the Contractor shall permit the Authority to inspect the processes being applied by the Contractor to comply with the Standard.
- d) The Contractor shall comply and shall ensure that their Representatives comply with the rules, regulations and requirements that are in force whilst at that

Establishment which shall be provided by the Authority on request.

e) When on board ship, compliance with the rules, regulations, and requirements shall be in accordance with the Ship's Regulations as interpreted by the Officer in Charge. Details of those rules, regulations and requirements shall be provided on request by the Officer in Charge.

Transport Overseas

11. Where the Contractor's Representatives are required by the Contract to join or visit a Government Establishment overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided free of charge by the Authority whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Contractor shall make such arrangements through the Project Manager/Equipment Support Manager named for this purpose in the Contract. When such transport is not available within a reasonable time, or in circumstances where the Contractor wishes their Representatives to accompany materiel for installation which they are to arrange to be delivered, the Contractor shall make their own transport arrangements. The Authority shall reimburse the Contractor's costs for such transport of their Representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Contractor's Representatives locally overseas which is necessary for the purposes of the Contract shall be provided wherever possible by the Authority and, where so provided, will be free of charge.

Medical Treatment Overseas

12. Out-patient medical treatment given to the Contractor's Representatives by a Service Medical Officer or other Government Medical Officer at a Government Establishment overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Establishment, and transportation of the Contractor's Representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Contractor at the appropriate local rate.

Injuries, Disease And Dangerous Occurrences

13. The Contractor shall report any injury, disease or dangerous occurrence at any Government Establishment arising out of the performance of this Contract, which is required to be reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) to the Officer in Charge of the relevant Government Establishment. This would be in addition to any report, which the Contractor may be required to submit under RIDDOR to the relevant enforcing authority (e.g. Health and Safety Executive or Local Authority).

Dependants Of Contractor's Representatives

14. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Contractor's Representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current MOD rates.

Provision Of Funds Overseas

15. The Contractor shall, wherever possible, arrange for funds to be provided to their Representatives overseas through normal banking channels (e.g. by travellers cheques). If banking or other suitable facilities are not available, the Authority shall, upon request by the Contractor and subject to any reasonable limitation required by the Contractor, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made by the Establishment to which the Contractor's Representatives are attached. All such advances made by the Authority shall be recovered from the Contractor.

Health And Safety Hazard Control

16. Where the Contractor enters a Government Establishment for the purpose of performing work under the Contract:

- a) The Contractor shall notify the Officer in Charge or the site project liaison officer or overseeing officer nominated in the Contract of:
 - i. any health and safety hazards associated with the work to be performed by them or any of their Representatives;
 - ii. any foreseeable risks to the health and safety of all persons associated with such hazards; and

- iii. any precautions to be taken by them as well as any precautions which, in their opinion, ought to be taken by the Authority, in order to control such risks.
- b) The Authority shall notify the Contractor of:
 - i. any health and safety hazards which may be encountered by the Contractor or any of their Representatives on the Government Establishment;
 - ii. any foreseeable risks to the health and safety of the Contractor or any of their Representatives, associated with such hazards; and
 - iii. any precautions to be taken by the Authority as well as any precautions which, in its opinion, ought to be taken by the Contractor, in order to control such risks.
- c) The Contractor shall notify their Representatives of and, where appropriate, provide adequate instruction in relation to:
 - i. the hazards, risks and precautions notified by them to the Authority under sub-Clause 16.a);
 - ii. the hazards, risks and precautions notified by the Authority to the Contractor under sub-Clause
 - iii. 16.b); and
 - iv. the precautions which, in their opinion, ought to be taken by their Representatives in order to control those risks.
- d) The Contractor shall provide the Officer in Charge or the site project liaison officer or overseeing officer nominated in the Contract with:
 - i. copies of those sections of their own and, where appropriate, their Representatives' Safety Policies which are relevant to the risks notified under sub- Clause 16.a);
 - ii. copies of any related risk assessments; and
 - iii. copies of any notifications and instructions issued by them to their Representatives under sub- Clause 16.c).

- e) The Authority shall provide the Contractor with:
 - i. copies of those sections of its own Safety Policies which are relevant to the risks notified under sub-Clause 16.b);
 - ii. copies of any related risk assessments;
 - and
 - iii. copies of any notifications and instructions issued by it to its employees similar to those called for from the Contractor under sub-Clause 16.c).