

- [REDACTED]
- 18.1. In this Condition 18, references to the Authority taking action shall be deemed to include references to the Authority procuring the taking of action by others on behalf of the Authority.

Grounds for Step-In

- 18.2. If the Authority reasonably believes that it needs to take action in connection with the Services:

- 18.2.1. because a serious risk exists to the health or safety of persons or property or to the environment; and/or
- 18.2.2. to discharge a statutory duty; and/or
- 18.2.3. on the occurrence of an urgent operational requirement,

then the Authority shall be entitled to take action in accordance with this Condition 18 (Authority Step-In).

Procedure for Authority Step-In

- 18.3. If Clause 18.2 applies and the Authority wishes to take action, the Authority shall notify (the "Step-In Notice") the Contractor of the following:

- 18.3.1. the action it wishes to take;
- 18.3.2. the reason for such action;
- 18.3.3. the date it wishes to commence such action;
- 18.3.4. the time period which it believes shall be necessary for such action; and
- 18.3.5. to the extent practicable, the effect on the Contractor and its obligation to provide the Services during the period such action is being taken.

- 18.4. Following service of the Step-In Notice, the Authority shall take such action as notified under Clause 18.3 (the "Required Action") and the Contractor shall give all reasonable assistance to the Authority while it is taking the Required Action.

Effects of Step-In without Contractor Breach

- 18.5. If the Contractor is not in breach of its obligations under this Contract and the Authority exercises its right to take action in connection with the Services pursuant to Clause 18.2:

- 18.5.1. then for so long as and to the extent that the Required Action is taken, and this prevents the Contractor from providing all or any part of the Services, the Contractor shall be relieved from its obligations to provide such part of the Services; and
- 18.5.2. in respect of the period in which the Authority is taking the Required Action and provided that the Contractor provides the Authority with reasonable assistance (such assistance to be at the expense of the Authority to the extent incremental costs are incurred), the amount due from the Authority to the Contractor shall equal the amount the Contractor would receive if it were satisfying all its obligations and providing the Services affected by the Required Action in full over that period.
- 18.5.3. costs incurred as a result of the Required Action shall be calculated based on the Contractor's reasonable certified costs.

Effects of Step-In following Contractor Breach

[REDACTED]

18.6. If the Contractor is in breach of its obligations under this Contract and in consequence the Authority exercises its right to take action in connection with the Services pursuant to this Condition 18:

- 18.6.1. then for so long as and to the extent that the Required Action is taken, and this prevents the Contractor from providing the Services, the Contractor shall be relieved from its obligations to provide such part of the Services; and
- 18.6.2. in respect of the period in which the Authority is taking the Required Action, the amount due from the Authority to the Contractor shall equal the amount the Contractor would receive if it were satisfying all its obligations and providing the Services affected by the Required Action in full over that period, less an amount equal to all the Authority's costs in taking the Required Action.

Authority Step-Out

18.7. The Authority shall provide the Contractor with reasonable notice of the Authority's intention to cease performance of the Required Action ("Step-Out") and the date on which it intends to do so.

18.8. On receipt of the notice referred to in Clause 18.7, the Parties shall consult with each other as to the method by which the Authority shall Step-Out and a step out plan (a "Step-Out Plan") shall be submitted by the Authority which shall include the actual date that the Authority shall step out and the date that the Contractor shall resume performance of the Services.

18.9. On the date on which the obligations contained in the Step-Out Plan have been achieved:

- 18.9.1. the Authority will be released from all of its obligations and liabilities in relation to the Required Action and the Step-Out Plan other than its obligations to pay the Contractor as required in this Condition 18; and
- 18.9.2. the Contractor shall resume all or any part of the Services which were the subject of the Required Action.

19. Relief Event

19.1. If, and to the extent that, a Relief Event adversely affects the ability of the Contractor to perform any of its obligations under this Contract, then the Contractor shall be entitled to apply for relief from any rights of the Authority arising under Condition 14 (Termination for Contractor Default) and its obligations under this Contract.

Procedure for Relief Event Claims

19.2. To obtain relief, the Contractor must:

- 19.2.1. as soon as practicable, and in any event within 2 (two) Business Days after it becomes aware that the occurrence of a Relief Event has directly caused or is likely to cause delay and/or adversely affect the ability of the Contractor to perform its other obligations notify the Authority of its claim for relief from its obligations under this Contract, including full details of the nature of the Relief Event, the date of occurrence, its likely duration and its effect on the Agreed Delivery Date of the MOD Boats Form 2010A to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A) or a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form);

19.2.2. within three (3) Business Days of service on the Authority of the notice referred to in Clause 19.2.1, notify the Authority of full details of the relief claimed and demonstrate to the reasonable satisfaction of the Authority:

19.2.2.1. that the Contractor and its Sub-Contractors could not have avoided such occurrence or consequences by steps which they might reasonably be expected to have taken, without incurring material expenditure; and

19.2.2.2. that the Relief Event directly caused the delay in achieving the Agreed Delivery Date of the MOD Boats Form 2010B to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A) or a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) in accordance with Schedule 6 (KPIs and Information Reporting); and

19.2.2.3. that the time lost and/or relief from the obligations under the MOD Boats Form 2010A to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A) or a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) claimed could not reasonably be expected to be mitigated or recovered by the Contractor acting in accordance with Good Industry Practice, without incurring material expenditure; and

19.2.2.4. that the Contractor is using reasonable endeavours to perform its obligations under this Contract; and

notify the Authority if at any time it receives or becomes aware of any further information relating to the Relief Event, giving details of that information to the extent that such information is new or renders information previously submitted materially inaccurate or misleading.

19.3. If the Contractor has complied with its obligations under Clause 19.2, then, subject to Clause 19.3.3:

19.3.1. the Contractor shall be entitled to such relief from its obligations provided under this Contract as is reasonable taking into account the likely effect of delay caused by the relevant Relief Event; and

19.3.2. the Authority shall not be entitled to exercise its right to terminate this Contract under Condition 14 (Termination for Contractor Default) for any reason directly arising out of the occurrence of the Relief Event(s); and

19.3.3. nothing in this Clause 19.3 shall affect any entitlement to make Service Credit retentions (whether temporarily or permanently) during the period in which the Relief Event falling within limbs (a)-(d) (inclusive) of the definition of the term "Relief Event" is subsisting provided that any such deductions shall be disregarded for the purposes of the Authority's right to terminate this Contract under Condition 14 (Termination for Contractor Default).

19.3.4. Where and to the extent that a Relief Event falling within limb (e) of the definition of the term "Relief Event" occurs directly and adversely affecting Service provision, Service Credit retentions shall not apply in relation to any Service failure arising directly from any such occurrence, where and to the extent that:

19.3.4.1. any Service failure or Service failures arising from the occurrence of any such event could not reasonably be expected to be mitigated or