

R J Garnett & Sons Limited
14 Lavender Road
Gaywood
Kings Lynn
Norfolk
PE30 4HA

Date: 25.06.2024
Our ref: CEFAS24-75

Dear Paul,

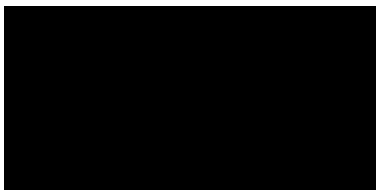
Re: Award of contract for the supply of Vessel Chartering Services for Whelk surveys off the Norfolk Coast

Following your proposal for the supply of FV Harvester for a charter to **The Secretary of State for Environment, Food and Rural Affairs** acting as part of the Crown through the **Centre for Environment, Fisheries and Aquaculture Science**, we are pleased confirm our intention to award this contract to you.

The attached contract details, contract conditions and the Annex set out the terms of the contract between **Centre for Environment, Fisheries and Aquaculture Science** and R J Garnett & Sons Limited, for the provision of the deliverables set out below.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the below contract within 5 days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.








We will then arrange for the Contract to be countersigned so that you have a signed copy for your records.



Pakefield Road,
Lowestoft,
Suffolk,
NR33 0HT, UK

e-mail: procure@cefas.gov.uk

Part 1

1. Place and Date of Contract: 8th July 2024 Lowestoft	
2. 'Owner', Place of Business and Contacts: R J Garnett & Sons Limited Paul Garnett 14 Lavender Road Gaywood Kings Lynn Norfolk PE30 4HA  	3. 'Charterer', Place of Business and Contacts: The Secretary of State for Environment, Food and Rural Affairs, Seacole Building, 2 Marsham Street London, SW1P 4DF acting through the Centre for Environment, Fisheries and Aquaculture Science (of Pakefield Road, Lowestoft, Suffolk NR33 0HT) Principal Contact Name:  Principal Contact Telephone Number:  Principal Contact E-mail Address: procure@cefas.gov.uk
4. Vessel Name: FV Harvester	5. Date of Delivery: July 2024 Cancelling Date: 24hrs prior
6. Port or Place of Delivery: Kings Lynn Port or Place of Redelivery: NA	7. a) Period of Hire: 2-4 days at each of the 3-4 sites. Between July 2024 – January 2025 b) Maximum Period of Extension: Daily as agreed
8. Mobilisation / Demobilisation Charge (Lump Sum): N/A	9. Early Termination – Period of Notice: 24hrs prior
10 Area of Operation: 3 – 4 sites within ICES rectangles 34F0 and 35F0.	11. Charter Hire Rate (inclusive of all fuel, lubes, water and victualling): 
12 Payment (state mode, place and beneficiary bank account and when due): In accordance with the Owners invoice(s). Payment is due within 30 days of receipt of a valid invoice by the Charterer.	13. Time to Remedy Breakdown: 0 days
Signature (Owners) 	Signature (Charterers) 

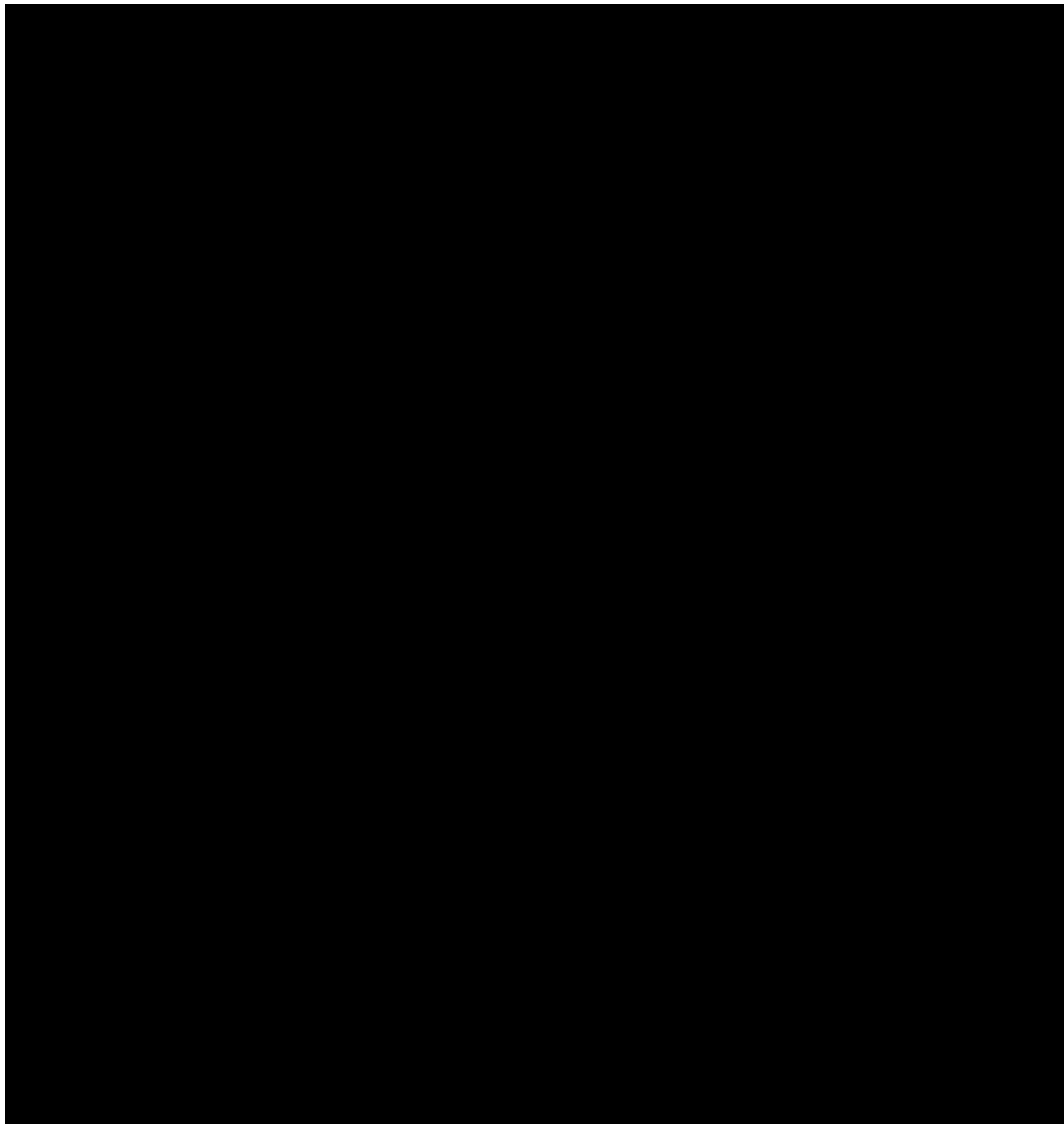
Part 2

1. The Owner shall let and the Charterer shall hire the Vessel for the period set out in Box 7(a) from the time the Vessel is delivered to the Charterer at the Port or Place of Delivery (Box 6) until the Vessel is redelivered by the Charterer to the Port or Place of Redelivery (Box 6).
2. The Charterer may, by giving a minimum of 12 hours advance notice to the Owner, extend the period of hire of the Vessel up to the Maximum Period of Extension (Box 7(b)), at the Charterer's option.
3. The Charterer shall return the Vessel to the Port or Place of Delivery (Box 6) on expiry of the Period of Hire (Box 7), or the extended period of hire as exercised by the Charterer under clause 2 of this Part 2.
4. The Vessel shall be delivered by the Owners between the Date of Delivery (Box 5) and the Cancelling Date (Box 5).
5. The Charterer shall pay the lump sum Mobilisation / Demobilisation charge (Box 8).
6. If the Vessel is not delivered by midnight local time on the Cancelling Date (Box 5) the Charterers shall be entitled to cancel this Charter Party.
7. The Charterer may inspect the Vessel before delivery, and periodically at the Charterers option, to ensure it meets the Charterers health and safety standards.
8. The Owners undertake that at the Date of Delivery the Vessel shall be of the description and class as specified in Annex A, and in the same condition as at the time of the latest inspection in accordance with clause 7 of this Part 2.
9. The Vessel shall be employed in marine activities in the Area of Operation (Box 10) which are lawful in accordance with the place of the Vessel's flag or registration and of the place of operation.
10. Quayside operations (if any) are deemed to be included in the Charter Hire Rate (Box 11).
11. Relevant permission and licenses from responsible authorities for the Vessel to enter, work in and leave the Area of Operation (Box 10) and necessary visa's for the Owner's captain and crew shall be obtained by the Charterers and the Owners shall assist if necessary, in every way possible, to secure such permissions and licences.
12. The navigation and management of the Vessel shall be in the control and command of the Owners, their captain and crew. The Vessel will be operated, and the services requested by the Charterers will be rendered, subject always to the right of the Owners or the captain of the Vessel to determine whether operation of the Vessel may be safely undertaken.
13. The Owners will provide and pay for all fuel, lubricants, water, dispersants, victualling, port charges, pilotage and all other charges and dues, taxes, wages and all other expenses of the captain and crew, and all other costs of maintenance and repair of the Vessel, flag and registration charges and insurance premiums and such costs will be considered to be included in the Charter Hire Rate (Box 11).
14. The Charterers shall pay the Charter Hire Rate (Box 11) per day or pro rata for part thereof during the period of hire.
15. Invoices shall be submitted monthly by the Owners, or on the earlier completion of the hire, and payment shall be made by the Charterer by the method and in the currency and timescale set out in Box 12.
16. The Owners shall comply with and adhere to all applicable international, national and local regulations pertaining to health and safety and the environment.
17. Notwithstanding anything else contained in this Charter Party the Charterer shall not be responsible for loss of or damage to the property of the Owner, their captain or crew, including the Vessel, personal effects, or for personal injury arising out of or in any way connected with the performance of this Charter Party even if such loss, damage, injury or death is caused wholly or partially by the act, neglect or default of the Charterer, its personnel or invitees and the Owner shall protect, defend and hold harmless the Charterers from any and against all claims, costs, expenses, actions, demands and liabilities whatsoever arising out of or in connection with such loss, damage, personal injury or death.
18. Subject to Clause 24 but notwithstanding anything else contained in this Charter Party, the Owner shall not be responsible for loss of or damage to the property of the Charterer, their personnel or invitees including the Vessel, personal effects, or for personal injury arising out of or in any way connected with the performance of this Charter Party even if such loss, damage, injury or death is caused wholly or partially by the act, neglect or default of the Owner, their captain or crew and the Charterer shall protect, defend and hold harmless the Owners from any and against all claims, costs, expenses, actions, demands and liabilities whatsoever arising out of or in connection with such loss, damage, personal injury or death.

19. The Owner and the Charterer shall each, subject to any other express provision of the Charter Party, be responsible for and shall save, indemnify, defend and hold harmless each other from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of personal injury, including death or disease or loss of or damage to the property of any third party to the extent that the Owner and / or the Charterer causes such injury, loss or damage.
20. Neither party shall be liable to the other for any loss of use, loss of profit or anticipated profit, loss of business or loss of revenue, whether direct or indirect or any consequential loss howsoever arising and whether or not foreseeable at the date of this Charter Party.
21. The Charterer may terminate this Charter Party at any time by providing the minimum period of advance notice in Box 9, on expiry of which the Charter Party shall terminate. The Charterer shall pay any hire due up to the time of termination.
22. The Charterer may terminate this Charter Party with immediate effect if at any time the Vessel fails to meet or is not maintained in accordance with the Charterer's health and safety standards or operation of the Vessel or the Owners equipment is deemed to be unsafe or potentially harmful to persons or property onboard or of third parties.
23. In the event of a breakdown of the Vessel or the Owners equipment that results in the Owners being unable to perform their obligations hereunder, and the Owner has not remedied the non-performance in the period of time set out in Box 13, or provided an acceptable substitute vessel, the Charterer may terminate the Charter Party with immediate effect.
24. The Owners shall be liable for and agree to indemnify, defend and hold harmless the Charterers against all claims, costs, expenses, actions, proceedings, suits, demands, liabilities, loss or damage whatsoever arising out of actual or threatened pollution damage and the costs of clean up or control arising from acts or omissions of the Owners or their personnel which cause or allow discharge, spills or leaks from the Vessel or the Owners equipment.
25. If the Vessel becomes a wreck and is an obstruction to navigation and has to be removed by any lawful authority having jurisdiction over the area where the Vessel is placed or as a result of compulsory law, the Owners shall be liable for any and all expenses in connection with the raising, removal, destruction, lighting or marking of the Vessel.
26. The Owners shall procure and maintain the following levels of insurance for the duration of the Charter Party and will provide certificates of insurance on request:
 - Marine Hull Insurance - with a limit of no less than the value of the Vessel;
 - Protection and Indemnity - £2,000,000 limit - with cover equivalent to the cover provided to members of the International Group Protection and Indemnity Associations; and
 - General Third-Party Liability - £5,000,000 limit - covering bodily injury and property damage, to the extent not covered by the above.
27. The Owner acknowledges that the Charterer is subject to the requirements of the Freedom Of Information Act (FOIA) and the Environmental Information Regulations 2004 and shall:
 - a) provide all necessary assistance and cooperation as reasonably requested by the Charterer to enable the Charterer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - b) transfer to the Charterer all requests for information relating to this Charter Party that it receives as soon as practicable and in any event within 2 working days of receipt;
 - c) provide the Charterer with a copy of all information belonging to the Charterer requested in the request for information which is in its possession or control in the form that the Charterer requires within 5 working days (or such other period as the Charterer may reasonably specify) of the Charterer's request for such information; and
 - d) not respond directly to a request for information unless authorised in writing to do so by the Charterer.
28. The Owner acknowledges that the Charterer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose information concerning the Owner or the Charter Party (including commercially sensitive information) without consulting or obtaining consent from the Owner. In these circumstances the Charterer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Owner advance notice, or failing that, to draw the disclosure to the Owner's attention after any such disclosure.
29. Notwithstanding any other provision in the Charter Party, the Charterer shall be responsible for determining in its absolute discretion whether any information relating to the Owner or the Charter Party is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

30. This Charter Party shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

ANNEX A – VESSEL SPECIFICATION (OR ATTACH VSAID)



Technical Specification (Schedule 1)

Cefas have the requirement to charter a vessel for Whelk surveys off the Norfolk Coast for mark and recapture assessments. This is to determine growth rates and movements of Whelks in the area, to report to Defra. The vessel must confirm, by signature of this contract;

- It is licenced to carry out the requirement
- It holds all required lifesaving equipment
- It is compliant with the Lifting Operations and Lifting Regulations 1998 (LOLER)

As part of the vessel safety assessment, on award of contract the supplier is required to liaise with Cefas Scientist in Charge (SIC) to complete the 'Cefas Vessel Safety Assessment & Inspections Document - VSAID'. This assessment will seek to assure Cefas that the vessel is fit for purpose, suitably crewed, registered and licensed to operate within the scope of the tender. Evidence will be sought to confirm these details. Where the vessel will be carrying out lifting or fishing/trawling procedures as part of the contracted work the VSAID will require them to demonstrate the safe operation, effective maintenance and compliance of the equipment in line with any relevant maritime legislation.

Cefas reserve the right not to progress with the contract if the proposed vessel(s) fails to meet the requirements of the Cefas vessel assurance standards. Where other external inspection certificates such as the IMCA Common Marine Inspection Document (CMID) and Marine Inspection for Small Workboats (MISW) or similar are held and current, this may support efficient assurance processes.

Submitted Pricing (Schedule 2):

Vessel and / or Services Required	Qty	Total Cost exc. VAT	VAT to be applied if applicable
All inclusive day rate . Please note this is to include all fuel, lubes, water and victualling	1		
Total Cost			

We understand and accept that **CEFAS24-75 Small Vessel Charter Party Terms and Conditions** apply to this project and any subsequent work.

We also confirm that we have read and acknowledge the UK Government Supplier Code of Conduct.

Signed:		For (Company): R. J. Garnett & Sons Limited
Name (Block Capitals): PAUL GARNETT		Date: Monday 8 th July 2024
Name of contact to call in the event of a query (if different from above): as above		Direct telephone number of contact: [REDACTED]

