

<b>Crown Use</b>	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;
<b>DAB Form 10</b>	<del>means the MOD invoice summary form;</del>
<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 F1 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>	<del>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);</del>
<b>Effective Date of Contract</b>	means the date specified on the Authority's acceptance letter. For example the DEFFORM 159, or where the standstill period applies, the relevant Notice of Entry into Contract letter;
<b>Evidence</b>	means either: <ul style="list-style-type: none"> <li>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</li> <li>b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;</li> </ul>
<b>Firm Price</b>	means a price (excluding VAT) which is not subject to variation;
<b>FLEGT</b>	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;
<b>Hazardous Contractor Deliverable</b>	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;

**Key Performance Indicators**

~~means the agreed method of monitoring and measuring the Contractor's performance against the Contract as set out in Section L (Processes) where this Contract includes Core Plus condition "Key Performance Indicators and Performance Management";~~

**Legal and Sustainable**

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;

**Legislation**

means in relation to the United Kingdom:

- a. any Act of Parliament;
- b. any subordinate Legislation within the meaning of Section 21 of the Interpretation Act 1978;
- c. any exercise of the Royal Prerogative; or
- d. any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;

**Military Level Packaging**

~~Packaging that by the nature of the packaged item, or envisaged transport / movement or handling within the military supply chain and requires enhanced protection beyond that which commercial packaging normally provides;~~

**Military Packaging Accreditation Scheme (MPAS)**

~~is a MOD sponsored scheme to accredit military packaging designers capable of producing SPIS designs acceptable to the MOD by meeting its requirements and thereby assure good Military Level Packaging. MPAS supersedes MPCAS / DR14. MPAS detail is available from: DESJSCSCM-EngTLS-Pkg@mod.uk;~~

**Minor Change**

means any change that does not significantly / materially affect the nature of the Contractor Deliverables;

**MPAS Registered Organisation**

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;

**MPAS Certificated Designer**

shall mean an experienced Packaging designer trained and certified to MPAS requirements;

<b>MOD Form 640</b>	means the MOD Form in 5 separate parts, each with a different role in the Delivery / Collection and payment process, which may be obtained from the address specified for obtaining MOD forms and documentation in Schedule 3 (Contract Data Sheet);
<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>P2P</b>	means the MOD electronic ordering, receipting and payment system;
<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. The PDA should be MPAS registered or accepted as having an equivalent certification;
<b>Parties</b>	means the Contractor and the Authority, and Party shall be construed accordingly;
<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;
<b>Recycled Timber</b>	<p>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:</p> <ul style="list-style-type: none"> <li>a. pre-consumer reclaimed wood and wood fibre and industrial by-products;</li> <li>b. post-consumer reclaimed wood and wood fibre, and driftwood;</li> <li>c. reclaimed timber abandoned or confiscated at least ten years previously;</li> </ul> <p>it excludes sawmill co-products;</p>
<b>Schedule of Requirements</b>	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;
<b>Short-Rotation Coppice</b>	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;

<b>Specification</b>	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
<b>STANAG 4329</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 person engaged by the Contractor from time to time as may be permitted by the Contract to provide the Contractor Deliverables (or any part thereof);
<b>Supported Businesses</b>	means establishments or services where more than 50% of the workers are disabled persons who by reason of the nature or severity of their disability are unable to take up work in the open labour market;
<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, 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 Contract No: CB/BFG/0120**

For the Supply of Industrial Gases to British Forces Germany (BFG)

**Contractor Deliverables**

Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (€) Ex VAT	
								Per Item	Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet) )
			Supply of gas cylinders as and when required, in accordance with the Statement of Requirement at Schedule 10, and detailed in the Pricing Chart at Schedule 12.			TBA within 1 week from the date of each order	TBA	As detailed on the Pricing Chart at Schedule 12.	
Total Firm Price									



Item Number	Consignee Address (XY code only)
XY	Various in accordance with the stated delivery locations at Schedule 11 to be advised by the Authority upon order.

### Schedule 3 - Contract Data Sheet for Contract No: CB/BFG/0120



<b>Condition A9 Governing Law</b>	<p>Contract to be governed and construed in accordance with: (one must be chosen)</p> <p>English Law      <input checked="" type="checkbox"/></p> <p>Scots Law      <input type="checkbox"/> clause A9.d shall apply</p> <p>Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause A9.g (if applicable) are as follows:</p>
<b>Condition A22 Termination for Convenience</b>	<p>The Notice period for terminating the Contract shall be 20 Business Days.</p>
<b>Condition A24 Contract Period</b>	<p>The Contract expiry date shall be: 31/12/2019</p>
<b>Clause B1.a.(2) Contractor's Obligations – Quality Assurance</b>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes      <input type="checkbox"/></p> <p>No      <input checked="" type="checkbox"/></p> <p><del>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within _____ 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.</del></p> <p><b>Other Quality Assurance Requirements:</b></p>
<b>Condition B6 Marking of Contractor Deliverables</b>	<p>Special Marking requirements: <b>Unique Serial number to be allocated to each gas cylinder.</b></p>

<b>Condition B8 Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</b>	<p>A completed Schedule 6 (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>DSALand-MovTpt-DGHSIS@mod.uk</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 Date for the Contract Deliverable or by the following date: 01/02/2017</p>
<b>Clause B9.i Timber and Wood-Derived Products</b>	<p>A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>The Authority's Representative (Commercial)</p> <p>Or, if only a hardcopy is available to:</p> <p>The Authority's Representative (Commercial)</p> <p>to be Delivered by the following date: 01/02/2017</p>
<b>Condition B10 Certificate of Conformity</b>	<p>Is a Certificate of Conformity required for this Contract?</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Line Items:</p> <p>If Yes, does the Contractor Deliverables require traceability throughout the supply chain?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Line Items:</p>



<b>Condition C1 Contract Price (Excl. Vat)</b>	<p>All Schedule 2 line items detailed in the Pricing Chart Schedule 12 shall be Firm Price <del>other than those stated below:</del></p> <p>Line Items _____ Clause K _____ refers</p> <p>Line Items _____ Clause K _____ refers</p> <p>Line Items _____ Clause K _____ refers</p>
<b>Clause F1.a Delivery (for Schedule 2 items)</b>	<p>The transport requirements shown below are applicable:</p> <p>Line Items ALL</p> <p>To be Delivered by the Contractor (See Box F1.b)</p> <p>Line Items _____</p> <p><del>To be Collected by the Authority (See Box F1.c)</del></p>
<b>Clause F1.b Delivery by the Contractor (for Schedule 2 items)</b>	<p>(Where applicable, see Box F1.a above)</p> <p>Special Delivery Instructions (Clause F1.b.(2)) :  <b>Delivery to be made to one of the locations listed on the Schedule 11, as notified in advance by the Authority upon ordering.</b></p> <p>Each consignment of the Contractor Deliverables to be accompanied by (Clause F1.b.(3)):</p> <p>Line Items _____ MOD Form 640</p> <p>Line Items _____ DEFFORM 129J</p> <p>Line Items _____ Delivery Note</p>

<p><b>Clause F1.c Collection by the Authority</b> (for Schedule 2 items)</p>	<p>(Where applicable, see Box F1.a above)</p> <p>Special Collection Instructions (Clause F1.c.(2)):</p> <p>_____</p> <p>Each consignment of the Contractor Deliverables to be accompanied by (Clause F1.c.(3)):</p> <p>Line Items _____ MOD Form 640</p> <p>Line Items _____ DEFFORM 129J</p> <p>Line Items _____ Delivery Note</p> <p>Consignor Address (F1.c.(4)):</p> <p>Line Items _____ Address _____</p> <p>Line Items _____ Address _____</p> <p>Consignee Address Details (for the purposes of Clause B7.b.(1)):</p> <p>Line Items _____ Address Details _____</p> <p>Line Items _____ Address Details _____</p> <p>Line Items _____ Address Details _____</p> <p>_____</p>
<p><b>Clause F3.b Rejection</b></p> <p><b>Note:</b> If no period is inserted here the time period shall be twenty (20) Business days)</p>	<p>Time limit for rejection of the Contractor Deliverables shall be 20 Business Days.</p>
<p><b>Condition F5 Self to Self Delivery</b></p>	<p>Is Self to Self Delivery required:</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes, Delivery address applicable:</p> <p>_____</p>
<p><b>Clause G1.a Payment</b></p>	<p>DEFFORM 30 Agreement refers (if applicable)</p> <p>Reference TBA</p> <p>Date</p>

<b>Clause G1.c.(2) and G1.c.(3) Payment</b> (for Schedule 2 items)	<p>Payment is to be enabled by:</p> <p>Line Items ALL P2P refers</p> <p>Line Items _____ MOD Form 640 refers</p> <p>Line Items _____ AG173 refers</p> <p>(Address to which MOD Form 640 or AG173 (approval for payment) should be sent if different from Consignee):</p>
<b>Clause H1.a Progress Monitoring</b>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: _____</p> <p>Frequency: _____</p> <p>Location: _____</p>
<b>Clause H1.b Progress Reports</b>	<p>The Contractor is required to submit the following Reports:</p> <p>Type: _____</p> <p>Frequency: _____</p> <p>Method of Delivery: _____</p> <p>Delivery Address: _____</p>
<b>Clause H2.b Authority's Representatives</b>	<p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: Army Commercial, Bldg 5, Catterick Kaserne, Detmolder Straße 440, 33605 Bielefeld, Germany</p> <p><u>ArmyComrcI-BFG-Proc4@mod.uk</u>  </p> <p>Project Manager: G4 Fuels Manager, Bldg 5, Catterick Kaserne, Detmolder Straße 440, 33605 Bielefeld, Germany</p> <p><u>BFG-HQ-G4-Supply-FuelsCommMgr@mod.uk</u>  </p> <p>Payment: DBS Liverpool</p>
<b>Clause H3.a.(3) Notices</b>	<p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Army Commercial, Bldg 5, Catterick Kaserne, Detmolder Straße 440, 33605 Bielefeld, Germany</p> <p>Contractor:</p>
<b>Clause H3.a.(5) Notices</b>	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes <input checked="" type="checkbox"/></p>

	No <input type="checkbox"/>
<b>Clause K1.a Limitation of Contractor's Liability</b>	<p>The Contractor's liability under, or in relation to, the contract shall be limited in respect of the following risks as set out below:</p> <ul style="list-style-type: none"> <li>a. <del>[loss of, or damage to Issued Property - £XM];</del></li> <li>b. <del>[loss of, or damage to, Contractor Deliverables - £XM];</del></li> <li>c. <del>[Third Party claims - £XM];</del></li> <li>d. <del>[death, personal injury, or damage to property arising from maritime claims - £XM];</del></li> <li>e. <del>[Default - £XM];</del></li> <li>f. <del>[negligence - £XM];</del></li> </ul> <p><del>[consequential/indirect costs - £XM].</del></p>
<b>Other Addresses and Other Information</b> (Covers forms and publications addresses and official use information)	<b>See Annex A to Schedule 3 (DEFFORM 111)</b>



**1. Commercial Officer**

Name: Army Comrcl BFG-Proc4

Address: Army Commercial, Bldg 5, Catterick Kaserne, Detmolder Straße 440, 33605 Bielefeld, Germany.

Email: [ArmyComrcl-BFG-Proc4@mod.uk](mailto:ArmyComrcl-BFG-Proc4@mod.uk)**2. Project Manager, Equipment Support Manager or PT Leader**  
(from whom technical information is available)

Name: G4 Supply Fuels Manager

Address: G4 Fuels, Bldg 5, Catterick Kaserne, Detmolder Straße 440, 33605 Bielefeld, Germany

Email: [BFG-HQ-G4-Supply-FuelsCommMgr@mod.uk](mailto:BFG-HQ-G4-Supply-FuelsCommMgr@mod.uk)**Packaging Design Authority**

Organisation &amp; 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:**  
Branch/Name:

Tel No:

(b) U.I.N. A1719A

**5. Drawings/Specifications are available from****6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to**

(where no address is shown the mauve copy should be destroyed)

**7. Quality Assurance Representative:**

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.dii.f.r.mil.uk/> [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 53972. 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:

**To be advised at the time of order and will be one of the locations indicated in the Schedule 11.****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 8JHAir 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 (see Note 1)**

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

**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 Arcott

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

**Applications via fax or email:** [DESLCSLS-](mailto:DESLCSLS-)[OpsFormsandPubs@mod.uk](mailto:OpsFormsandPubs@mod.uk)**NOTES****1. Forms.** Hard copies, including MOD Form 640 are available from address in Box 12., All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.**2.\* Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site:**<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

**Schedule 4 - Contract Change Process Procedure (i.a.w. clause A2.b) for Contract No: CB/ BFG/0120**

**1. Authority Changes**

Subject always to Condition A2 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

**2. Notice of Change**

a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.

b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 3 below.

**3. Contractor Change Proposal**

a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.

b. The Contractor Change Proposal shall include:

- (1) the effect of the Change on the Contractor's obligations under the Contract;
- (2) a detailed breakdown of any costs which result from the Change;
- (3) the programme for implementing the Change;
- (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
- (5) such other information as the Authority may reasonably require.

c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

**4. Contractor Change Proposal – Process and Implementation**

a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:

- (1) evaluate the Contractor Change Proposal;
- (2) where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.

d. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

- (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition A2 (Amendments to Contract); or

(2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.

e. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.

f. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

## **5. Contractor Changes**

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.