



Defence  
Infrastructure  
Organisation

## **Call-Off Schedule 31**

## **Contractor Premises**

## **Built Estate**

**REF: RM6089**

Version: 1.0 dated 01 Jun 21

## **CALL-OFF SCHEDULE 31**

### **CONTRACTOR PREMISES**

#### **Buyer Access to Supplier Premises**

1. The Supplier shall provide to the Buyer's Authorised Representative, following reasonable notice, relevant working space at no direct cost to the Buyer, and all reasonable access to its premises, for the purposes of monitoring the Supplier's progress and quality standards in performing the Contract.
2. As far as reasonably practical, the Supplier shall ensure that the access provisions of this Schedule are included in their subcontracts with those suppliers identified in the Contract. The Buyer, through the Supplier, shall arrange access to such Subcontractors.

#### **Working on MOD premises**

3. The following general provisions apply:
  - 3.1 The Buyer shall provide such available administrative and technical facilities for the Supplier's Staff employed 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 Supplier's Staff for messing purposes will be at the discretion of the Buyer's representative at each Establishment or Site.
  - 3.2 Any land or premises (including temporary buildings) made available to the Supplier by the Buyer in connection with the Contract shall be made available to the Supplier free of charge, unless otherwise stated in the Contract, and shall be used by the Supplier solely for the purposes of performing the Contract. The Supplier 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 Supplier shall be subject to the charges set out in the Contract.
  - 3.3 The Supplier shall have no claim against the Buyer for any additional cost or delay occasioned by the closure for holidays of Government Establishments, where this is made known to him prior to entering into the Contract.

#### **Liability In Respect Of Damage To Government Property**

4. Without prejudice to the provisions of paragraph 6 (Issued Property) of Call-Off Schedule 17 (MOD Terms) and of paragraph 7 (Loss of or Damage to the Goods) of Call-Off Schedule 17 (MOD Terms), the Supplier shall, except as otherwise provided for in the Contract, make good or, at the option of the Buyer, pay compensation for all damage occurring to any Government Property, which includes land or buildings, occasioned by the Supplier, or by any of his Representatives, arising from his or their presence on a Government

Establishment in connection with the Contract, provided that this Condition shall not apply to the extent that the Supplier is able to show that any such damage was not caused or contributed to by any circumstances within his or their reasonable control. The total liability of the Supplier under this paragraph shall be subject to any limitation specified in the Contract.

### **Contractor's Property**

5. All property of the Supplier and Supplier Staff shall be at the risk of the Supplier whilst it is on any Government Establishment, and the Buyer shall accept no liability for any loss or damage howsoever occurring thereto or caused thereby, except as follows:
  - 5.1 where any such loss or damage was caused or contributed to by any act, neglect or default of any Government Servant, agent or Supplier then the Buyer shall accept liability therefor to the extent to which such loss or damage is so caused or contributed to as aforesaid; and
  - 5.2 where any property of the Supplier has been taken on charge by the Buyer, and a proper receipt has been given therefor, then the Buyer shall be liable for any loss or damage occurring to that property while held on such charge as aforesaid.

### **Contractor's Representatives**

6. The Supplier shall submit in writing to the Buyer for approval, initially and as necessary from time to time, a list of those Supplier Staff 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 Buyer may require, including full details of birthplace and parentage of any person who:
  - 6.1 was not born in the United Kingdom; or
  - 6.2 if he/she was born in the United Kingdom, was born of parents either or both of whom were not born in the United Kingdom.
7. The Buyer shall issue passes for those Supplier Staff who are approved by it in accordance with Call-Off Schedule 9 (Security) for admission to a Government Establishment and Supplier Staff shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the work.
8. If, in the opinion of the Buyer, any Supplier Staff shall misconduct himself/herself, or it shall not be in the public interest for any person to be employed or engaged by the Supplier, the Supplier 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 Buyer upon any matter arising under paragraphs 7 to 9 inclusive shall be final and conclusive.

## **Observance Of Regulations**

10. The following provisions apply:

- 10.1 The Supplier shall ensure that Supplier Staff have the necessary Security Clearance, as per Call-Off Schedule 9 (Security), and nationality where required for specific sites.
- 10.2 The Supplier shall comply and shall ensure that Supplier Staff comply with the rules, regulations and requirements that are in force whilst at that Establishment which shall be provided by the Buyer on request.

## **Injuries, Disease And Dangerous Occurrences**

- 11. The Supplier 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 Buyer of the relevant Government Establishment. This is in addition to any report, which the Supplier may be required to submit under RIDDOR to the relevant enforcing authority (e.g. Health and Safety Executive).

## **Health And Safety Hazard Control**

- 12. Notwithstanding the provisions of Call-Off Schedule 30 (Health and Safety), where the Supplier enters a Government Establishment for the purpose of performing work under the Contract:

12.1 The Supplier shall notify the Buyer or the site project liaison officer or overseeing officer nominated in the Contract of:

- 12.1.1 any health and safety hazards associated with the work to be performed by him or any of his Representatives;
- 12.1.2 any foreseeable risks to the health and safety of all persons associated with such hazards; and
- 12.1.3 any precautions to be taken by him as well as any precautions which, in his opinion, ought to be taken by the Buyer, in order to control such risks.

12.2 The Buyer shall notify the Supplier of:

- 12.2.1 any health and safety hazards which may be encountered by the Supplier or any of his Representatives on the Government Establishment;
- 12.2.2 any foreseeable risks to the health and safety of the Supplier or any of his Representatives, associated with such hazards; and
- 12.2.3 any precautions to be taken by the Buyer as well as any precautions which, in its opinion, ought to be taken by the Supplier, in order to control such risks.

12.3 The Supplier shall notify its Representatives of and, where appropriate, provide adequate instruction in relation to:

- 12.3.1 the hazards, risks and precautions; and
- 12.3.2 the precautions which, in his opinion, ought to be taken by his Representatives in order to control those risks.

12.4 The Supplier shall provide the Buyer with:

- 12.4.1 copies of those sections of his own and, where appropriate, his Representatives' Safety Policies which are relevant to the risks;
- 12.4.2 copies of any related risk assessments; and
- 12.4.3 copies of any notifications and instructions issued by him to his Representatives.

12.5 The Buyer shall provide the Supplier with:

- 12.5.1 copies of those sections of its own Safety Policies which are relevant to the risks
- 12.5.2 copies of any related risk assessments; and
- 12.5.3 copies of any notifications and instructions issued by it to its employees similar to those called for from the Supplier.

### **Contractor's Signage**

- 13. The Supplier shall provide and erect any signs needed to comply with legislation. Any signs that contain the Supplier's name or logo and the location of such signage shall be subject to approval by the Buyer.
- 14. The Supplier may be entitled to erect one sign which includes the Defence Infrastructure Organisation (DIO) name and MOD badge, at each vehicular entrance to an Establishment where the Supplier maintains at least 25% of the Level 2 Assets. They shall be of a standard format, size and content as agreed with the Buyer prior to their manufacture. The position of each sign shall be subject to approval by the Buyer. However, there may be several Establishments where no such signs are permitted.
- 15. Additionally, the Supplier shall erect one sign which includes the DIO name and MOD badge, on each building or compound where the Supplier occupies space allocated by the Buyer for the purpose of carrying out the Contract. The signs are to be of a standard format and size as agreed with the Buyer prior to their manufacture. The position of each sign shall be subject to approval by the Buyer.
- 16. Should the Supplier wish to erect any further signs, notices, logos or other company insignia on the Affected Property, the Supplier shall obtain approval of the size, format and content of the sign and its position, from the Buyer.